

From: ROBERT LEE HOLCOMBE, AND ZEMMA PITTS HOLCOMBE, HIS WIFE, LESSORS.

TO: SINCLAIR REFINING COMPANY, LESSEE.

LOCATION: TWELFTH STREET, CALERA, ALABAMA.

THIS INDENTURE OF LEASE in DUPLICATE, made and entered into this 22nd day of April A. D. 1938, by and between ROBERT LEE HOLCOMBE AND ZEMMA PITTS HOLCOMBE HIS WIFE, of CALERA, 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 to transact business as a foreign corporation in the State of ALABAMA, having its principal business office in New York, New York, and a District Office at 573 West Peachtree St., Northeast, Atlanta, Georgia, party of the second part, Lessee;

W I T N E S S E T H :

ARTICLE I.

PREMISES:

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 the following described real estate, to-wit:

All that certain piece, parcel or plot of land situate, lying and being in the City of Calera, County of Shelby, State of Alabama, and more particularly described as follows:

For beginning point begin at the southeast corner of the intersection of 12th street and 17th Street and run south and parallel with the East side of 12th Street a distance of Eighty-four (84) feet for the starting point; thence run East Twenty-four (24) feet; thence South fifteen (15) feet; thence East Thirty-six (36) feet; thence South Eighty (80) feet, more or less, to the North side of a public alley; thence West and parallel with the North side of said alley a distance of Sixty (60) feet, to the East side of 12th Street; thence North and parallel with the East side of 12th Street a distance of Ninety-five (95) feet, more or less, to the point of beginning. Said property being all of Lot No. 3 and part of Lot No. 2, in Block No. 4, according to Dunston Survey and Map of the City of Calera, County, of Shelby, State of Alabama; together with a license and easement for driveway and passageway purposes, for the use and benefit of Lessee, its successors, assigns, agents, representatives, sublessees and the public generally, over and across the sidewalk and parkway of 12th Street and more particularly described as: Beginning at the northwest corner of the above described premises, and run thence in a straight line with the twenty-four (24) foot North property line of said premises as extended over and across the sidewalk and parkway of 12th Street to the East curb line of said 12th Street; thence at right angles and in a northerly direction along the East curb line of 12th street a distance of Fifteen (15) feet; thence in a southeasterly direction and in a straight line to the point of beginning; same forming a right triangle with a base of Fifteen (15) feet.

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together with certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article hereinafter set forth, entitled "LESSOR'S IMPROVEMENTS."

ARTICLE II.

T E R M :

TO HAVE AND TO HOLD The above rented and leased real estate and property (hereinafter referred to collectively as "premises"), and all rights, privileges and appurtenances thereunto belonging, together with all governmental permits and licenses (if le-

gally transferable), unto Lessee for and during the term of TEN (10) YEARS, to commence when said premises are delivered to and accepted by Lessee, ready for occupancy as hereinafter provided.

### ARTICLE III.

#### R E N T A L:

Lessee shall yield and pay as rental for said premises, station and appurtenances for and during the term of this lease the sum of SIXTY AND 00/100 (\$60.00) DOLLARS per month, payable monthly in advance not later than the twentieth (20th) day of each and every month; and an additional rental per annum in a sum equal to ONE (1¢) CENT per gallon of all gasoline in excess to 72,000 gallons which Lessee may deliver to the service station during the year for which rental is to be computed, which gasoline shall be sold from and through the said station, and such additional or excess rental, if any, shall be paid at the end of each yearly period not later than thirty (30) days after the expiration of each yearly period of said term.

Unless and until otherwise directed by Lessor, said rentals, may be paid by Lessee's check, draft or voucher, payable to the order of the Lessor, R. L. HOLCOMBE, CALERA, ALABAMA, and mailed to said designated Lessor at Lessor's address above shown, or to such other address as the Lessor to whom said rent is to be paid may from time to time hereafter designate in writing.

If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

### ARTICLE IV.

#### P E R M I T S:

Lessor shall furnish, at its sole cost and expense, the necessary consents and permits, (hereinafter referred to collectively as "permits") required by any governmental authority for the construction and installation of the desired buildings, structures, and improvements, including driveways and approaches over the sidewalks, parkways and curbing, and for the installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles tires, accessories, and other merchandise; all, or one or more, branches thereof being the business which Lessee proposes to conduct or cause to be conducted on said premises; Lessee reserving, however, the right to conduct or cause to be conducted thereon any lawful business.

In the event Lessor shall be unable to furnish said permits within THIRTY (30) days from the date hereof, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

### ARTICLE V.

#### IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain, and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinbefore provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next suc-

ceeding Article entitled "LESSOR'S IMPROVEMENTS." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water, gas, and sewer-lines and pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease; provided, however, Lessee shall in no event construct or allow to be constructed on said premises any buildings within twenty-five (25) feet of the north twenty-four (24) foot property line or within ten (10) feet of the north thirty-six (36) foot property line. It is further understood and agreed by and between the parties hereto that should Lessee exercise the option to purchase the demised premises as contained in Article XIV hereof the foregoing building restriction shall be stipulated in and made a part of the deed of conveyance as a covenant running with the land.

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ARTICLE VI.

LESSOR'S IMPROVEMENTS:

Lessor covenants and agrees to and with Lessee, as a part of the consideration for the rental herein reserved, to cause forthwith, at Lessor's cost and expense, to be erected and placed on said premises the following;

A suitable building or buildings for use as a gasoline and oil filling and service station, driveways and approaches, plumbing and electrical fixtures, septic tank, sewer and water connections, together with necessary piping, at a total cost to Lessor not to exceed the sum of THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3,500.00) DOLLARS, exclusive of any grading or excavation.

All materials and equipment to be furnished, all work to be done, and all installations to be made, shall be in accordance with plans and specifications to be approved by Lessee. In the event Lessee shall condemn any work or materials, Lessor shall correct same to the satisfaction of Lessee. All work shall be done and installations made in accordance with the municipal ordinances and other governmental rules and regulations dealings with such matters, and shall conform to the building restrictions, if any, applicable to said premises. If Lessor fails to complete said construction and installation work and to deliver said premises to Lessee in the completed condition hereinabove specified on or before the First day of October, 1938, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

When said premises are delivered to and accepted by Lessee ready for occupancy, the parties hereto shall sign a written memorandum, supplemental to this lease, fixing and specifying such date as the date of the commencement of the term for all matters in connection with this lease.

ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair and buildings, improvements, structures, and other property hereby leased. Should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business.

If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, Lessee may terminate this lease, or may make the required repairs or replacements for the account of Lessor as hereinafter provided in the Article entitled, "BREACH OR DEFAULT."

Lessee agrees to return said premises to Lessor at the termination of this lease in good condition as when received, natural, wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

Notwithstanding any and all of the foregoing, it is understood that any repairs necessary to be made to the demised improvements that may have been occasioned by negligence of Lessee, its agents, sublessees or patrons, shall be made by an at the expense of Lessee; Provided, however, that Lessee in no event shall be obligated to rebuild or replace any of said improvements if damaged or destroyed by fire or the elements, whether such damage or destruction shall have been occasioned by the negligence of Lessee, its agents, sublessees, patrons, or otherwise.

Lessor shall furnish, maintain and install the necessary underground gasoline storage tanks. Lessee shall furnish and maintain all other marketing and dispensing equipment but Lessor shall install it.

#### ARTICLE VIII.

##### TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force.

#### ARTICLE IX.

##### LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service used by it.

#### ARTICLE X.

##### LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.

#### ARTICLE XI.

##### QUIET POSSESSION:

Lessor covenants and agrees to and with Lessee that, the rents being paid in the manner and at the time herein prescribed, and the covenants and obligations of Lessee being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises hereby leased so long as this lease remains in force 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 hereby leased. In the event Lessor shall default in the payment of any obligation, the payment of which is secured by said premises, Lessee may pay the same at its option and be subrogated to all of the rights of the original creditor, and Lessor shall be liable forthwith to Lessee for any amounts so paid.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.

#### ARTICLE XII.

##### LEGAL INTERFERENCE:

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be denied or prohibited by lawful authority, except for the fault, omission, or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or for other public improvement, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; Lessee shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; and, in the event, of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

If a portion of the premises should be taken as hereinabove provided, for public improvement or otherwise under the right of eminent domain, and Lessee does not elect to terminate and cancel this lease on such account, the minimum rental reserved herein shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from the leased premises.

#### ARTICLES XIII.

##### EXTENSION OPTION:

For the considerations herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for FIVE (5) years, beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise of such option not less than Sixty (60) days before the expiration of the original term. Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, and covenants herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice, shall not be required.

#### ARTICLE XIV.

##### PURCHASE OPTION:

For the considerations herein named, Lessor hereby gives and grants to Lessee the exclusive option and privilege of purchasing the leased premises, including all, if any, of Lessor's improvements and property, thereon, whether real, personal or mixed, free and clear of all liens and encumbrances, for the sum of NINE THOUSAND AND 00/100 (\$9,000.00) Dollars, in cash, at any time during the granted term of this lease or any extension thereof, subject, however, to the building restriction contained in Article V entitled "IMPROVEMENTS BY LESSEE" hereof, provided Lessee shall give Lessor not less than SIXTY (60) days' notice of Lessee's election to exercise this purchase option. Upon Lessee's giving such notice, Lessor shall comply with the requirements of the second succeeding

Article, entitled, "CONVEYANCE REQUIREMENTS."

#### ARTICLE XV.

##### PURCHASE REFUSAL:

In the event Lessor shall receive from a third party at any time during the term of this lease a bona fide offer to purchase the leased premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice of the terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (which will hereafter be referred to as an "option") of purchasing said premises at such a price; such option to be exercised within ten (10) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said ten-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making the offer; subject, however, to this lease and to the leasehold estate herein granted, and to the extension and/or additional purchase options, if any, herein granted to Lessee. If for any reason said premises are not sold to such party, notice of any subsequent bona fide offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejection as hereinabove provided.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

#### ARTICLE XVI.

##### CONVEYANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within FIFTEEN (15) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government, Title Statement, or Title Guarantee Policy prepared and issued by a financially responsible title abstract company, or a Title Certificate commonly referred to as a "Torrens Certificate of Title", showing merchantable title in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract or other evidence of title, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title, and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by General Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract or other evidence of title, showing good merchantable title to said premises in Lessor at the time of delivery of deed.

If any personal property shall be included in the option, Lessor shall furnish evidence, satisfactory to Lessee, of Lessor's ownership thereof, and shall convey the same by Bill of Sale with full covenants of warranty.

Such purchase shall serve to cancel the within lease in all particulars, and if

Lessor shall have been paid rents covering a period subsequent to date of delivery of deed, such payment shall be applied on and shall constitute a part of the purchase price of the property conveyed.

If at the time of purchase there shall be a valid mortgage, trust deed, or like encumbrance against said premises or any part thereof, which cannot be then paid and satisfied without payment of penalty or bonus, the amount of indebtedness evidenced by such instrument shall be withheld by Lessee from the purchase price and conveyance shall be made subject to said indebtedness, Lessee assuming payment thereof.

#### ARTICLE XVII

##### REMOVAL OF LESSEE'S PROPERTY:

On the termination of this lease by lapse of time or in any other manner, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all buildings, structure, improvements, money safes or chests, equipment, appliances, and other property of whatsoever nature placed or owned by it thereon, and after such removal shall restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee's restoring Lessor's said altered property to the condition in which it was prior to Lessee's work thereon.

#### ARTICLE XVIII.

##### BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of fifteen (15) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of fifteen (15) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required of Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs or replacements and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

#### ARTICLE XIX.

##### CONTINUITY:

This agreement and each and all of the covenants, obligations, and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor," if there be more than one, they and each

of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

#### ARTICLE XX.

##### NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notices in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed, shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

#### ARTICLE XXI.

##### RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

#### ARTICLE XXII.

##### SUBORDINATION OF LIENS:

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessor agrees, as a condition of this lease, to secure a subordination of such lien or liens and to cause such subordination agreement to be made a provision or part of any such Mortgage, Deed of Trust, Security Deed, or other instrument.

#### ARTICLE XXIII.

##### SURVEY:

Lessor shall immediately furnish Lessee with a legal plat of survey on linen tracing paper prepared by a duly qualified surveyor or civil engineer, showing thereon bounds, elevations and obstructions.

#### ARTICLE XXIII (a)

##### ASSIGNMENT OF RENTS:

In the event Lessor shall assign the rents or other charges accruing to Lessor under this lease, it is specifically understood that any such assignment shall be subject to all the terms and conditions of this lease.

#### ARTICLE XXIV.

##### TITLE EXAMINATION:

Lessor shall furnish, at its expense, to Lessee for examination an Abstract of Title or other evidence of Lessor's title as set forth in the Article entitled, "CONVEYANCE REQUIREMENTS," showing such title in said lease, and to collect and retain all rents and payments hereunder, free and clear of all claims and demands made by any person or

parties, whatsoever. In the event Lessor shall neglect, refuse or be unable to furnish such proof of title within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period; or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises or conduct a title search of the public records of the County in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expense incurred by it in the compilation of such abstract of title or search of such public records. If at the time of such public records. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only for rents and other charges, if any, accrued and earned to the date of such termination and surrender of possession.

This lease shall not be binding upon Lessee until signed on its behalf by its President or a Vice President. All proposals, negotiations, and representations with reference to the matters covered by this lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced by a writing signed by such officer.

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:

Chas W. Cofman  
H. L. Taylor, As to Lessor.

M. J. Mannarino  
T. J. Muldoon, As to Lessee.

Robert Lee Holcombe (Seal)

Zemma Pitts Holcombe (Seal)

SINCLAIR REFINING COMPANY

BY J. W. Carnes, Vice-President-  
Lessee.

Attest: J. R. Murray  
Assistant Secretary

State of Alabama )  
County of Shelby ) SS

I, W. A. Crim, a Justice of the Peace, in and for said County in said State, hereby certify that Robert Lee Holcombe, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 Zemma Pitts Holcombe, known to me to be the wife of the within named Robert Lee Holcombe, who, being examined separate and apart from the said husband, touching her signature to the foregoing instrument, acknowledged, that she signed the same of her own free will and accord, for the purpose of releasing her right of dower for the purpose and period contemplated by the foregoing instrument, and without fear, constraints or threats on the part of the said husband.

Given under my hand and seal of office this the 22 day of April, A. D. 1938.

W. A. Crim, Justice of the Peace.

My commission expires: Jan, 1940.

State of New York )  
County of New York ) SS

I, Walter J. McGuinness, a Notary Public in and for said County in said State, hereby certify that J. W. Carnes, 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 and seal of office this the 31st day of May, A. D. 1938.

My commission expires:

Walter J. McGuinness,  
Notary Public.

Notary Public, Richmond Co.  
Certificate filed in New York, County  
N. Y. Co. Clerk's No. 58, Reg. No. OMc38  
Commission expires March 30, 1940.

(Seal)

Filed for record in this office the 10th day of June, 1938 at 1 Pm and recorded in  
Deed Record #105 on page 9 to 16 inclusive and examined.

L. C. Walker, Judge of Probate

Shelby County, Alabama

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$7.50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

L. C. WALKER,  
JUDGE OF PROBATE

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