SERVICE STATION LEASE

THIS LEASE, made and entered into this 4th day of October, 1940, by and between P. C. Wilson, and ummarried man of the City of Montevallo, County of Shelby, and State of Alabama, herein designated "LESSOR" (whether one or more), and SHELL OIL COMPANY, Incorporated, a Virginia corporation with offices in St. Louis, Missouri, herein designated "LESSEE,"

WITNESSETH:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by LESSEE to LESSOR, receipt of which is hereby acknowledged, LESSOR hereby leases to LESSEE the following described premises in the City of Montevallo, County of Shelby, and State of Alabama

All that part of Lot 22, according to the original map or plot of the Town of Montevallo, Shelby County, Alabama, fronting ninety-five (95) feet on the northeast side of Middle Street and runs back along the southeast side of Valley Street sixty-three (63) feet, thence southeast and parallel with Middle Street ninety-five (95) feet, thence sixty-three (63) feet southwest and parallel with Valley Street, being part of the Northwest half of said Lot 22, and situated in Montevallo, Shelby County, Alabama,

together with all easements, rights, and privileges appurtenant thereto, and all of LESSOR'S building's, improvements, and service station equipment thereon, including such as are described in Exhibit "A", appended hereto and made a part hereof. If there should be any variance between the above dexcription and the premises actually used and occupied as a service station by mutual acquiescence or agreement under this lease, said premises so actually used and occupied shall be deemed to be included in the property covered by this lease.

2. TO HAVE AND TO HOLD the same for a period of ten (10) years, beginning on the 1st day of January, 1941, and ending on the 31st day of December, 1950, unless sooner terminated as hereinafter provided. LESSOR hereby releases and waives all rights of homestead, dower, and curtesy, and warrants in LESSEE, for the full term hereof, the title and possession of said premises, buildings, improvements, and equipment for all purposes herein set forth.

- 3. Said premises shall be used as a gasoline and automobile service station, and for such other and further law further lawful purposes as LESSEE may desire.
- 4. LESSEE agrees to pay to LESSOR, as rent for said premises for each calendar month during the period of this lease.

The sum of SEVENTY AND NO/100 Dollars (\$70.00), in advance on the first day of such calendar month

P. C. WILSON LESSOR

- bereunder (unless and until LESSOR shall otherwise direct by notice to LESSEE), LESSEE shall pay the rent due LESSOR hereunder to the order of P. C. Wilson, and shall have the right, from time to time, if it so elects, to pay the same by mailing check or draft therefor to the address specified in paragraph 25 hereof. In case of any adverse claims of title, or if the right if the above named party to receive the rent due hereunder be disputed, or if there be a change of ownership of LESSOR's estate by acts of the parties or operation of law, LESSEE shall be entitled to withhold rents thereafter accruing until LESSEE shall have been furnished with proof satisfactory to it as to the party entitled to receive the same. In no event shall LESSEE have any liability, after any termination of this lease, for the payment of any rent which, but for such termination, might have accrued and become payable thereafter.
- 6. It is expressly agreed that, even if otherwise permitted by law, LESSOR shall not be entitled to declare a forfeiture of this lease for LESSEE's breach of, or failure to comply with, any of its covenants and conditions, unless LESSOR shall have given LESSEE notice of such breach or default, and LESSEE shall have failed to remedy same within twetny (20) days after receipt of such notice.
- 7. LESSOR agrees, at LESSOR's sole risk and expense, to erect, furnish, and install upon said premises a service station, including the buildings, improvements, and equipment described in Exhibit "B", appended hereto and made a part hereof, according to plans and specifications furnished to LESSOR by LESSEE, at a cost of not more than Four Thousand and no/loo Dollars (\$4,000.00). If LESSOR fails to comply with any of the provisions of this paragraph within one Hundred Twenty (120) days after LESSEE's delivery of a fully executed copy of this lease to LESSOR, LESSEE shall have the right, at its option, to terminate this lease by giving LESSOR at least ten (10) days' notice, or to perform the obligations of LESSOR under this paragraph, and in the latter event LESSEE shall charge to LESSOR all sums so expended, not to exceed the amount hereinbefore specified in this paragraph. Any buildings, improvements, and equipment erected, furnished, and installed under this paragraph shall be the property of LESSOR and shall be subject to and covered by all the provisions of this lease. No rent shall accrue or by payable under this lease until legal permission for the prection and operation of the aforesaid service station has been obtained and until said buildings, improvements, and equipment have been erected; furnished, and installed. If the aforesaid legal permission is not obtained within thirty (30) days after LESSEE's delivery of a fully executed copy of this lease to LESSOR, LESSEE shall have the right, at its option, to terminate this lease by giving LESSOR at least ten (10) days' notice of such termination.
- 8. No rent shall accrue or be payable under this lease during any period of time that LESSEE or its sublessee or licensee is denied or deprived of the right of operate a gasoline and automobile service station upon said premises, by any proper or legal authority, for any reason other than the fault of LESSEE or its sublessee or licensee; and in theevent LESEE or its sublessee or licensee should be denied or deprived of such right, as aforesaid, for a period of or exceeding one hundred and eighty (180) days, LESSEE shall have the right, at its option, to terminate this lease by giveing LESSOR at least ten (10) days' notice of such termination.
- 9. LESSEE shall have the following rights: To paint, in zny colors, any and all buildings, improvements, and equipment now upon, or hereafter placed upon, said premises, and to attach advertising matter to and display the same upon said premises, advertising "SHELL" and/or other products; to change, alter, or modify any portion of said premises, including the buildings, improvements, and equipment thereon, provided, however, that LESSEE shall not change, alter, or modify any of LESSOR'S buildings on said premises without the written consent of LESSOR; to make, build, and place on said premises such buildings, improvements, and equipment as LESSEE shall deem necessary; and to replace any of LESSOR's equipment, in which event LESSOR shall remove from the premises any LESSOR's equipment so replaced. The exercise of any of the foregoing rights shall be at LESSEE's own expense. All buildings, improvements, and equipment placed upon said premises by LESSEE shall remain the property of LESSEE.
- 10. During the term of this lease, or any extension or renewal thereof, LESSEE shall have the tight to sublet or assign all, or any part, of its rights in and to said premises, buildings, improvements, and equipment herein leased, but no such sub, etting or assignment shall operate to relieve LESSEE of its obligations hereunder.
- 11. LESSOR shall make all necessary repairs to the roof and walls of the buildings and the concrete drives, walks and approaches herein leased. If any of such roofs, walks, drives, or approaches are rendered unfit for use for service station purposes by wear and tear, fire, explosion, action of the elements, or any other case, for thwich the LESSEE is not responsible, LESSOR shall immediately repair, replace and reconstruct the same and provide such roofs, walks, drives and/or approaches of like character and construction, and otherwise place said property in a suitable and usable condition. In the event such repairs or replacements are necessitated otherwise than by fire, explosion, or action of the elements, and LESSOR fails to commence such repairs or replacements within ten (10) days after being notified by LESSEE that such repairs or replacements are necessary, or in the events such repairs or replacements are necessitated by fire, explosion, or action of the elements, and LES-OR fails to complete such repairs or replacements or to place said premises in a suitable and usable condition within one hundred and twenty (120) workable days after being notified by LESSEE that such repairs or replacements are necessary, then, in either of such events, LESSEE shall have the right, at its option, to make such repairs and replacements and place said premises in a suitable and usable condition and charge to LESSOR all sums expended therefor, and, in the latter of such events, LESSEE shall have the alternative right, at its option, to terminate this lease by giving LESSOR at least ten (10) days' notice of such termination. No rent shall accrue or be payable during any period that said premises are rendered unfit for use for service station purposes by lack of repair to the roof and walls of the buildings and to the concrete drives, walks and approaches herein leased. LESSOR shall not be repsonsible for the repair or replacement of any of LESSEE's property on said premises.
- 16. If at any time during the term of this lease, or any extension or renewal thereof, LESSOR desires to sell said premisesto a prospective purchaser, who is ready, willing, and able to buy the same, DESSOR shall so notify LESSEE, 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 premises from LESSOR at the price and upon the terms agreed to by said prospective purchaser, which prior right and option shall be in addition and without prejudice to LESSEE's rights under paragraph 15 hereof. If LESSEE desires to exercise its option, it shall so notify LESSOR within fifteen (15) days after LESSEE's receipt of the aforesaid notice of LESSOR's desire to sell said premises. The right of LESSEE to purchase at any offered price shall be a continuing right during the existence of this lease, or any extresion or renewal thereof, whenever LESSOR, or any successor in title,

may desire to sell said premises. LESSEE's failure to exercise any option granted by the provisions of this paragraph shall not in any way affect this lease, LESSEE's rights under paragraph 15 hereof, or its rights to the estate herein created.

17. In the event LESSEE exercises any of the purchase options above mentioned, LESSOR agrees that, within twenty (20) days after receiving notice of such election as above provided, LESSOR will submit to LESSEE a complete abstract of title to said premises, preapred, at LESSOR's expense by competent and reliable abstracters, in form acceptable to LESSEE, for examination by LESSEE's attorneys. If title is approved by LESSEE's attorneys, the sale shall be completed without reasonable delay. If title is not so approved, the sale shall be consummated or rejected at the option of LESSEE. If title is approved, or LESSEE elects to take the same, LESSOR agrees to convey and transfer said premisesto LESSEE by warranty deed, containing general covenants of warranty, and by bill of sale, free from lien or encumbrance.

19. LESSOR shall, within ( ) days after LESSEE's delivery of a fully executed copy of this lease to LESSOR, submit to LESSEE a complete abstract of title to said premises, preapred, at LESSOR's expense, by competent and reliable abstracters, in form acceptable to LESSEE, showing title to said premises in LESSOR satisfactory to LESSEE's attorneys; and if LESSOR fails to submit such abstract of title within the prescribed time, LESSEE may, at its option, terminate this lease by giving LESSOR at least ten (10) days' notice of such termination, or LESSEE may obtain an abstract of title and charge the cost thereof to LESSOR; provided, that if, after examination thereof, LESSOR's title is not satisfactory to LESSEE's attorneys, LESSEE may then, at its option, terminate this lease by giving LESSOR notice in the same manner.

20. Any possession by LESSEE after the termination of this lease, or any extension or renewal thereof, shall be construed only as a tenancy at will.

211. Upon the termination of this lease or any extension or renewal thereof or any tenancy at will, LESSEE shall deliver to LESSOR peaceable possession of said premises and the buildings, improvements, and equipment thereon herein leased, subject, however, to all of the rights herein granted to change, alter, or modify or replace any portion of the same, and subject, also, to all damages due to wear and tear and the elements and those not attributable to LESSEE's negligence.

22. LESSEE shall have the right, at any tieme during the continuance, and within thirty (30) days after any termination, of this lease or any extension or renewal thereof or any tenancy at will, to sever and remove from said premises any buildings, improvements, equipment, and other property which shall have been erected or placed thereon by LESSEE, or acquired by LESSEE, during the continuance of this or any previous lease, or any extension or renewal or any tenancy at will, and to remove LESSEE's advertising matter and paint over LESSEE's signs and colors.

23. All notices to be given under this lease shall be given only by registered letter or telegram and shall be addressed to the respective parties hereto as follows: LESSOR, P. C. Wilson, Montevallo, Alabama; :ESSEE, Shell Building, St. Louis, Missouri, directed to attention of the Real Estate and Development Department. The deposit in the mail of any letter, registered and so addressed, or the filing with the telegraph company of any telegram so addressed, shall, for the purposes hereof, be considered as notice to the addressee of the contents thereof. It is further agreed that either party hereto may effect a change of address by proper notice, by registered mail, to the other party.

24. This lease cancels and supersedes, as of the date of the beginning of the term hereof, any previous lease of said premises by LESSOR to LESSEE. This lease constitutes the entire contract between LESSOR and LESSEE, and there is no other agreement or arrangement, written or verbal, that modifies, supplements, or affects this lease, either directly or indirectly, except such as may be specifically referred to herein.

25. This lease shall become binding and valid only when approved and signed by the executives or other authorized agents of LESSEE at its office in St. Louis, Missouri.

26. This lease and all the agreements, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of LESSOR, and the successors and assigns of LESSEE.

herein written. IN WITNESS WHEREOF, this instrument is executed in triplicate as of the day and year first

Signed, sealed, and acknowledge by LESSOR in the presence of:

O. E. Claypool

(G. C. Wilson, (SEAL)

Harris M. Gordon

Executed by LESSEE in the presence of:

J. A. Benos O. McCormick "LESSOR"

SHELL OIL COMPANY, Incorporated

By W. H. Eaton

Division Manager

"LESSEE"

EXHIBIT "B"

One stucco on masonry Service Station, Building, and Two Car Lubrication, together with concrete drives, walks and approaches.

STATE OF ALABAMA)

COUNTY OF SHELBY) I, J. M. Leonard, Jr., a Notary Public and Ex Officio Justice of Peace in and for said County in said State, hereby certify that on the 4th day of October, 1940, P. C. Wilson, 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 said instrument, he executed the same voluntarily, on the day the same bears date.

Given under my hand and seal of office this 4th day of October, 1940.

J. M. Leonard, Jr., Notary Public and Ex-Officio Justice of Peace.

My commission expires January, 1940.

Filed for record in this office December 2, 1940 at 2:30 P. M. and recorded in Deed Hecord 109 on pages 539, 540 and 541 and examined. L. C. Walker, Judge of Probate.

See Page 542 for Sections 12 and 13.

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12. LESSOR shall pay all taxes, assessments, and charges, general and special, which may be levied or assessed against said premises and the buildings, improvements, and equipment herein leased, and all obligations which are or may become a lien thereon, when the same become due and payable; provided, however, that LESSEE shall pay all occupational, pump and equipment license fees, water rates, and all utility charges that may become a lien on said premises, and all taxes and assessments on LESSEE's property on said premises. If LESSOR should fail to pay such taxes, assessments, charges, and obligations, or any of them, when sue and payable, LESSEE shall have the right of pay the same and any and all penalties and interest accrued thereon, and charge to LESSOR all sums so expended.

13. All sums expended by LESSEE which it has the right to charge to LESSOR under the provisions hereof shall be repaid immediately by LESSOR to LESSEE with interest at the rate of six per cent (6%) per annum. LESSEE shall have a lien upon said premises to secure the payment by LESSOR of all such sums and the interest thereon, and shall have the right to apply the rents due or thereafter becoming due hereunder, or any other sums then or thereafter due LESSOR from LESSEE hereunder or otherwise, to the payment of all such sums and the interest thereon or to the payment of any other indebtedness that LESSOR may owe to LEESEE. Such application of rents shall be deemed payment of such rents; and any assignment of rents shall be subject to LESSEE's rights hereunder.

Filed for record in this office December 2, 1940 at 2:30 P. M. and recorded in Deed Record 109 on page 542 and examined. L. C. Walker, Judge of Probate.

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