

AGREEMENT

AGREEMENT made this 26th day of September, 1941 by and between Shell Oil Company, Incorporated, a Virginia Corporation, hereinafter called "SHELL" and R. C. Williams hereinafter called party of second part.

WHEREAS, SHELL BY instrument dated 18th day of September, 1941, and recorded in Book 112 Page 401, of the records of the Shelby County, Alabama has leased from party of 2nd part the following described property in the City of Calera, County of Shelby, State of Alabama, to-wit:

Lots 65, 66 and 67 of Dare's Survey of Calera, Alabama, Altogether fronting 168 feet and 9 inches on the west side of Montgomery Avenue and extending back West 150 feet.

WHEREAS, SHELL by entering into said lease has induced the Citizens & Southern National Bank of Atlanta to make a loan to party of 2nd part in the amount of Three thousand and no/100--Dollars (\$3,000), payable in 120 monthly installments of Twenty-eight and 97/100 Dollars (\$28.97) as evidenced by a certain promissory note dated from party of second part to Citizens & Southern National Bank.

AND WHEREAS, the aforesaid notes has been secured by an assignment by part of 2nd part/rentals to accrue under the terms of the aforementioned lease.

AND WHEREAS, party of second party has subleased the above described premises from SHELL, a copy of which sublease is attached hereto marked Exhibit "A".

NOW THEREFORE, it is agreed that if Party of second part shall be in default under any of the terms and conditions of the sublease attached hereto and marked Exhibit "A" including but not limited to the payment of rent and if such default is continued for a period of thirty days after receipt of notice of such default from Shell, the SHELL shall have the right to take possession of the premises described herein and shall succeed to all right, title and interest of party of second part, in and to said premises and party of 2nd part agrees to execute in favor of SHELL the property recordable instrument vesting all of party of second part right, title and interest in and to said property to SHELL.

THIS AGREEMENT shall be binding upon the heirs, successors and assigns of the parties hereto.

INWITNESS Whereof, the parties have executed this instrument this 26th day of September, 1941.

Witnesses:
W. J. Bettess
J. Beons
C. C. Luquire

SHELL OIL COMPANY INCORPORATED
W. H. Eaton,
DIVISION MANAGER
"SHELL"

R. C. William

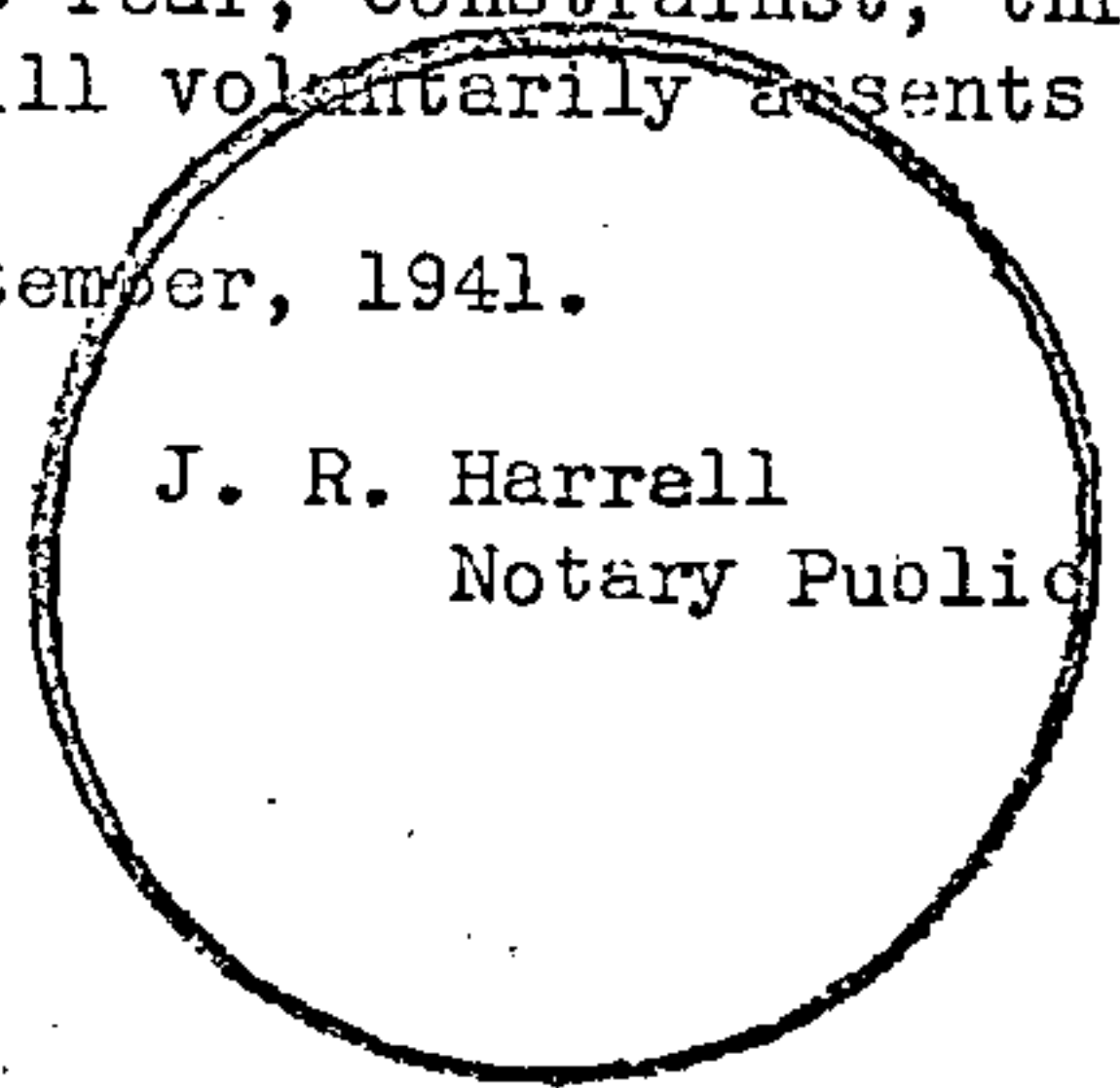
STATE OF ALABAMA
COUNTY OF JEFFERSON SS

I, J. R. Harrell, a Notary Public in and for said county, in and for said State, hereby certify that on the 26th day of September, 1941, R. C. Williams, whose names 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 said instrument has executed the same voluntarily, on the day the same bears date.

I further certify that on the 26th day of September, 1941, Nora S. Williams named in the foregoing instrument, known to me to be the wife of R. C. Williams named, in the foregoing instrument, who, being examined separate and apart from her husband touching her signature to said instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, threats or compulsion of or from her said husband, or any other person, and that she still voluntarily assents thereto.

Given under my hand and seal of office this 26th day of September, 1941.

My commissioner expires: 9/28/43.



SHELL OIL COMPANY
INCORPORATED
LEASE, OR SUBLEASE

THIS LEASE, dated September, 25, 1941 between the SHELL OIL COMPANY, Incorporated, "Lessor," and R. C. Williams of the City of Clanton, County of of Chilton State of Alabama, "Lessee"

WITNESSETH: THAT,

1. That Lessors does hereby lease to Lessee the following described premises located in the City of Calera, County of Shelby, State of Alabama.

Lots 65, 66, and 67 of Dare's Survey of Calera, Alabama. Altogether fronting 168 feet and 9 inches on the west side of Montgomery Avenue and extending back west 150 feet.

together with all land improvements, buildings and equipment now located thereon, including, among others, the land, improvements, buildings and equipment listed in the inventory marked Exhibit "A." hereto attached.

2. To have and to hold for a term of _____ years _____ months _____ days beginning on the _____ day of current 19 : and for periods thereafter con- current with a certain sales contract by and between Lessor and Lessee herein dated May 6th , 1940; provided, however, that either party hereto may cancel this lease at the end of any yearly period by giving to the other at lease thirty (30) days prior writt8n notice.

3. Lessee agrees to pay to Lessor, as rent for said premises, the sum of Twenty-eight and 97/100 (\$28.97 $\frac{97}{100}$) per month, payable in advance on the first day of each calendar month that this lease is in force .

4. Lessee agrees to deposit with Lessor the execution of this lease the sum of none _____ dollars (\$ _____) and Lessor may, for time to time, apply all or any party of said deposit to any indebtedness of Lessee to Lessor arising hereunder. Any unapplied portion of said deposit shall be returned to Lessee at the termination of this lease or any extension or renewal thereof.

5. If Lessor is the owner of the premises herein leased, or the building and improvements situate thereon, and desires to sell the same, or any part thereof, while this lease is in force, it shall notify Lessee, in writing, of the terms of any bona fide offer received from a third party or parties, and shall offer to sell the same to the Lessee upon the same terms. Lessee shall have ten (10) days after receipt of said notice last mentioned in which to notify Lessor, in writing, whether Lessee elects to accept or reject said offer. Should Lessee elect to purchase said premises, or the building and improvement situate thereon, then, simultaneously with Lessee's notification to Lessor thereof, Lessee shall tender to Lessor the purchase price therefor, or so much thereof as is required to be paid at such time under the offer made by Lessor to Lessee, and thereafter such sale shall be consummated by the parties hereto without undue delay. Failure of the Lessee to notify Lessor of its election within the time and in the manner above mentioned shall be construed as an election by Lessee to reject such offer. Should Lessee elect not to purchase said premises, or the building and improvements situate thereon, Lessor may thereupon sell the same to such third party or parties, and, upon consummation of such sale, both Lessor and such purchase, or either of the, shall have the right to terminate this lease by giving Lessee at least nintyt(90) days written notice of such sale and the election so to terminate the least provided, however, that the right of termination herein last granted shall not be exercised or become effective during the first year of this lease.

If Lessor is not the owner of the premises herein demised, then this lease and the estate hereby created are subject to all the terms and conditions of the lease or other agrangement under which Lessor is entitled to possession of said premises, and if for any reason whatsoever, Lessor's tenancy is cancelled, terminated or surrendered, then this lease shall automatically terminate and end without further act of either of the parties hereto and without any liability on the part of Lessor.

6. Lessee has examined the condition of said premises and the land improvements, building and equipment thereon (except storage tanks, pumps, gasoline pipe lines and pipe connections) and acknowledges that Lessee has received same in good order and that no representation as to the condition or repair thereof has been mae by Lessor, Lessee shall immediately examine the storage tanks, pumps, gasoline pipe lines and pipe connections, and, if any necessity for repair thereof shall exist, Lessee shall notify Lessor within five (5) days from the date of this lease. Should Lessee fail to give such notice within the time and in the manner above indicted, it shall be conclusively presumed that the same are in good order and condition and , thereafter all repairs thereto shall be made by Lessee at Lessee's cost and expense. Should Lessee notify Lessor of the necessity of repair to the storage tanks, pumps, gasoline pipe lines or pipe connections, Lessor shall commence the repair thereof as soon thereafter as possible, but in no event less than five (5) days after receipt of the above mentioned notice , and continue the same to completion at Lessor's expences which shall constitute Lessor's sole responsibility to Lessee hereunder.

7. Lessee, shall pay all charges connected with the operation of said premises, including all license, permit and inspection fees, occupation and license taxes, and all water, gas, tele hone, electric light and power charges assessed or charged on or against sai/premises, or Lessee's use or occupancy thereof, or the business conducted thereon; and in the event of Lessee's failure or refusal so to do, Lessor may pay same and the amount paid shall become an indebtedness to Lessor, bearing interest at the rate of six per cent (6%) per annum. Immediately upon this lease becoming effective, Lessee shall have all meters and accounts for light,

heat, water, telephone and other utilities transferred to Lessee's name.

8. Lessee shall not commit, or suffer to commit, waste upon said premises nor make structural alteration in or additions to the land improvements, buildings or equipment thereon without the written consent of Lessor. Lessee shall keep said premises, land improvement, buildings and storage tanks, pipe lines, pipe connections, valves, electric motors, pumps, static connections, fire extinguisher, fences, air compressors, air connections, lifts, and, without limitation by the foregoing all other equipment and tools in and upon the premises, together with the adjoining sidewalks and entrance driveways, in good order and repair; except that Lessor shall make all repairs to building walls, roof and ceiling made necessary because of faulty construction thereof. Lessee shall keep said premises, lands improvements, building, equipment above described, adjoining areas, alleys and sidewalks, in a clean, safe and healthful conditions and shall comply with all Federal, State and local laws, rules, regulations and ordinances with regard to the use or condition of the demised premises. During the terms of this lease, Lessee shall immediately replace or repair any land improvements, buildings, and equipment above mentioned which are destroyed, damaged, or missing from the premises, unless such destruction, damage, or loss is due to fire or the elements, or because of repairs made by Lessor under its obligation above recited. At the termination of this lease, Lessee shall surrender the leased premises, and land improvement, building and equipment to Lessor in substantially as good a condition as when received, damage by fire or the elements, or because of repairs made by Lessor under its obligation above recited, excepted and subject to such ordinary wear and tear to the land improvements and buildings as is not inconsistent with the maintenance of the same in good order and repair as aforesaid.

If Lessee does not make the repairs and replacements for which Lessee is liable hereunder, Lessor may make such repairs and replacements and Lessee shall pay Lessor the cost thereby incurred by Lessor; provided that if neither Lessee nor Lessor shall make any such replacement, then Lessee shall pay Lessor for the destroyed or missing property, the agreed value thereof as set out in Exhibit "A" or, if not therein specified then the reasonable value thereof; provided further, that if neither Lessee nor Lessor shall make any such repairs, then Lessee shall pay Lessor the reasonable cost of making such repairs. Any indebtedness of Lessee arising hereunder shall bear interest at the rate of six per cent (6%) per annum until paid. In event the premises are rendered unfit for tenancy by fire or the elements, Lessor may, at its option, repair or replace the property destroyed, but if Lessor does not so repair or replace said property, then this lease shall terminate and Lessor shall be relieved from any further liability hereunder.

It is stipulated that one of the obligations of Lessee, in maintaining the land improvements, building and equipment upon the demised premises in good order and repair, as above required, shall be the complete repainting of the same on or before _____ 193____, and at intervals of not to exceed _____ years thereafter. Lessor agrees that if any such repainting shall be completed in full accordance with its standard specifications as to design, quality, and application, it will reimburse Lessee for one-half ($\frac{1}{2}$) of the sums expended by Lessee in procuring paint materials for said repainting; provided, however, that nothing in this lease shall be construed as conferring on Lessee the right to use, Lessor's trademarks, trade names, advertising signs and devices or color scheme of red and yellow, except in connection with the sale of petroleum products being marketed by Lessor.

None of the provisions of this lease shall be construed as reserving to Lessor any right to exercise any control over the business or operation of Lessee conducted upon the leased premises or to direct in any respect the manner in which any such business and operation shall be conducted, it being understood and agreed that so long as Lessee shall use said premises as herein provided, the entire control and direction of such activities shall be and remain with Lessee.

It is understood and agreed that neither Lessee nor any person performing any duties or engaging in any work at the request of Lessee upon the leased premises shall be deemed to be employees or agents of Lessors.

9. Lessor, Lessor's agent or representative may, from time to time, enter upon said premises for the purpose of inspecting the same and for the purpose of making any repairs or replacements that Lessor is required or permitted to make under this lease.

10. Lessor shall make all returns for, and shall promptly pay before delinquency, all personal

~~property taxes upon the demised premises, covering the equipment and personal property herein leased, but shall~~
 property taxes upon the demised premises, covering the equipment and personal property herein leased, but shall be
 be entitled to be reimbursed by Lessee, upon demand, for all sums so expended with interest at the rate of six
 (6%) per cent per annum. Lessee shall make all returns for, and shall promptly pay before delinquency, expended
 all personal property taxes upon all equipment and personal property (including merchandise owned by Lessee and
 situated upon said premises.

11. Lessee for himself, his heirs, executors, administrators and assigns, hereby release, relinquishes,
 discharges and agrees to indemnify, protect and save harmless lessor, its successors and assigns of and from any
 and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be
 that of either of the parties hereto or of third persons (whether they be third persons, Lessee or employees of
 either of the parties hereto) caused by, growing out of, or happening in connection with Lessee's use and
 occupancy of said premises, or the building, equipment or land improvements located thereon. Lessee shall se-
 cure and maintain in force during the term hereof public liability insurance with \$5,000/\$10,000 limits in an
 approved company covering Lessee's direct and contingent liability, for injuries to persons occurring upon or
 in connection with the leased premises and shall furnish Lessor a certificate in satisfactory form evidencing
 that such insurance is in force.

12. Lessee shall not assign, mortgage, encumber or transfer this lease, or sublet the said premises
 land improvements, buildings or equipments or any part thereof, without the written consent of Lessor, nor shall
 Lessee suffer any lien or encumbrance to be placed upon the leasehold interest hereby created or any part thereof.

13. If Lessee shall fail to pay any installment of rent when due, or to keep and perform any of
 the terms or provisions of this lease, or if Lessee shall file a voluntary petition in bankruptcy, or be
 adjudicated a bankrupt, or make any assignment for the benefit of creditors, or if the interest of Lessee under
 this lease shall be levied upon or sold upon execution, or shall by operation of law, become vested in another
 person, firm, or corporation, or if a receiver or trustee shall be appointed for Lessee's property on the premises
 hereby demised, or if said premises, or any part thereof, shall be taken in appropriation proceedings, or by any
 right of eminent domain, then and in any such event Lessor, at any time thereafter, shall have the right to
 terminate this lease by notice to Lessee of its election so to do. Upon the giving of said notice to Lessee,
 in the manner hereinafter provided, the leasehold estate herein created, and all Lessee's rights, privileges
 and benefit hereunder shall immediately cease and determine, and Lessor shall thereupon have the right to enter
 upon the premises and take possession of the same, together with all land improvements, building and equipment
 situated, thereon, but such re-entry shall be without prejudice to any right of action or remedy of Lessor
 against Lessee with respect to any breach of the provisions of this lease by Lessee. The waiver of any breach
 of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent
 breach of the same or any other covenant, conditions or stipulation, nor shall the failure of Lessor to enforce
 any of its rights or to seek remedies upon any default of Lessee prejudice or affect the right or remedies of
 Lessor in the event of any subsequent default of Lessee.

Lessor is hereby granted a lien upon all merchandise and other property of Lessee now or hereafter
 located on the leased premises, to secure the payment of rent and the full performance of all obligations assumed
 by Lessee under this lease. Upon default, Lessor may, without court action, take possession of all such
 property and may sell same at public or private sale conducted after notice by publication in one issue of a
 newspaper circulated in the county in which the demised premises are located, such notice to state the time and
 place of said sale; provided, Lessor may sell or purchase any and all of the merchandise at the then current prices
 without holding a sale as aforesaid and without notice to Lessee.

14. All notices under this lease shall be deemed to have been given by Lessee only if mailed or
 delivered to Lessor's Division Manager at 400 William-Oliver Bldg., Atlanta, Ga. and by Lessor if mailed
 to Lessee, addressed or personally served on Lessee. The deposit in the mail of any letters, addressed as
 aforesaid, shall, for the purposes hereof, be considered as notice to the addressee of the contents thereof.

15. This lease cancels and supersedes any lease or other agreement between the parties hereto with
 reference to the possession of the demised premises.

16. This lease shall not be binding on Lessor until signed by the executives or other
 authorized agents of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

W. J. Bettes)
 J. A. BennosWitnesses signature of Lessor
 C. C. Luquire, Witness signature of Lessee

SHELL OIL COMPANY
 INCORPORATED

BY W. H. Eaton
 DIVISION MANGER

LESSOR

R. C. William (SEAL)

Filed in the office of the Probate Judge the 27th day of October, 1941 and recorded in the Deed Record 112 on pages 407, 408, 409, 410 and 411.

L. C. Walker, Judge of Probate

