

SC-242-1

THIS AGREEMENT OF LEASE: made and entered into this 27th day of August, 1941, by and between LAVONIA TINNEY GORDON and husband, Harry Gordon, of the city of Columbiana, County of Shelby State of Alabama, and the Gulf Refining Company, a corporation, with principal office in the city of Pittsburgh State of Pennsylvania, Lessee,

WITNESSETH:

That lessor has this day rented and leased to lessee, a certain parcel of land located in the city of Columbiana, County of Shelby, State of Alabama, and described as followed:

Beginning at the northeast corner of the intersection of Main and E. College Streets (Alabama Highway # 25), thence run north 37'8" along Main Street, thence east 44'4", thence south 37'8", thence west 44'4" along E. College Street (Alabama Highway # 25) to point of beginning.

Being that part of lot # 62 according to Horsleys map of the Town of Columbiana, Alabama.

Said leased premises shall include the above described real estate together with all driveways and street front privileges, and all improvements and buildings situate thereon, or to be erected thereon.

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Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum and petroleum products, and at lessee's option for the conduct of any other lawful business thereon.

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The term of this lease shall be for a period of FIVE (5) years, effective August 28, 1941, and expiring August 27, 1946.

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The lessee agrees to pay to the lessor a monthly rental of THIRTY-FIVE (\$35.00) DOLLARS, payable on the 25th day of each and every month. The lessee further agrees to pay an additional sum equivalent to one cent (1¢) per gallon on the total deliveries to said premises of That Good Gulf Gasoline, Gulf No-Nox Gasoline, Traffic Gasoline, and other Gulf motor fuels delivered to said premises in excess of THIRTY FIVE HUNDRED (3500) gallons per month. At the end of each month the lessee will compile a statement of its deliveries for said month, and in the event its deliveries exceed THIRTY FIVE HUNDRED (3500) gallons for said month, then the lessee shall pay one cent (1¢) per gallon on each gallon in excess thereof. The records of the lessee as to deliveries shall be conclusive. Any sum due under this provision shall be payable within a reasonable time after the end of each monthly term.

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It is understood and agreed that should the lessee hold over the premises herein described beyond the determination of the terms herein created, or any extension thereof; without first having extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease for a longer period than one (1) month. Lessor, for himself, his heirs, representatives, successors and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting the title thereto, and further covenants that lessee, its successors and assigns shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this lease or extension thereof, the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by its on the premises. Lessors further agrees that if lessee should be made a party in any legal proceeding affecting the lessee right of continuous and quiet possessions, the lessors will reimburse the lessee for any reasonable attorney fees or other expense incurred by lessee in defending its right under this lease, and any such expenses may be applied by lessee upon rental due or to become due.

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The lessor agrees to pay all taxes upon the land and buildings and improvements thereon and further agrees to keep the buildings and improvements in good condition and repair during and the term of this lease or extension thereof at lessor's own expense. If the lessor should fail to make said repairs upon notice to lessors that said repairs are necessary, then the lessee may cause same to be made. Should the lessors at any time default in payment of any taxes, lien, mortgage, or other charge against the premises, then the lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights of the liens-holder to the extent of said payments thereon. Any payments made by the lessee for the foregoing reasons may be applied on the rental due or to become due under the terms of this lease. The lessee shall pay the taxes on its property and equipment on the leased premises.

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It is understood and agreed that if by reason or any law, ordinance, or regulation of properly constituted authority, or by injunction lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises for the purposes herein permitted shall be in any manner restricted, or should any Governmental authority refuse at any time during the term or extension of this lease to grant such permits as may be necessary for the installments of reasonable equipment and operation of said premises for the permissible purposes hereunder, the lessee may, at its option, surrender and cancel this lease, remove its improvements and equipment from said property and be relieved from the payment of rents or any other obligation as of the date of such surrender.

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The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, has full right to lease the same for the term aforesaid, and will put lessee

in actual possession of the premises at the beginning of the said term.

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Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

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In the event of the total destruction of the buildings, improvements, and equipments on the premises by fire, or other wise, or such partial destruction thereof as will render the same unfit in the judgment of the lessee for use and occupancy for the purposes for which they are being used under this lease, lessor shall within a reasonable time restore said buildings, improvements, and equipment to as good condition as they were prior to said destruction or injury, and during the period from the destruction or damage to the date of restoration, the rent shall abate. Should the lessor fail to restore the buildings, improvements, and equipment within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the lessee, and lessor shall incur no liability for failure to restore the buildings, improvements, and equipment.

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It is agreed that the lessors shall not terminate the lease for or on account of the failure of the lessee or its sublessees or assigns to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the lessee, its sublessee or assigns shall pay said rental installments or comply with the terms or condition of the lease stated in said notice, then the right of the lessor to cancel or terminate the lease for the cause mentioned shall cease, and be of no effect.

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It is agreed that lessee may make such additions, alterations, replacements, and improvements upon the buildings and equipments on said premises as to its shall seem best for the conduct of its business, or for the use of said premises for any purpose authorized hereunder. All of said alterations and improvements shall be made at the expense of the lessee, and without obligation upon the lessor.

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It is agreed that lessee shall have the right to remove any or all of its equipment and trade fixtures from said premises, at the expiration of this lease or sooner determination, or any extension thereof, and that it may enter upon said premises at any time prior to, or within ten (10) days after the expiration of this lease or any extension thereof, for the purpose of removing any of its property and equipment and fixtures located on said premises.

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The word "LESSOR" herein shall be construed to include the said lessors, lessor's heirs, assigns, successors, and assigns, and the word "LESSEE" herein shall be construed to include the said lessee, its successors and assigns.

It is understood and agreed that this lease shall not become binding upon the lessee until executed by a Vice President thereof

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in triplicate this 27 day of August, 1941.

Signed and sealed in the presence of:

E. M. Mery

Lavonia Tinney Gordon

O. R. Jones

Harry Gordon

Signed and sealed in the Presence of

GULF REFINING COMPANY

H. J. Barchfeld  
Thomas E. Kennedy

L. N. Harkin, Vice President  
Attest  
O. Kramer, Asst. Secretary

THE STATE OF ALABAMA  
COUNTY OF SHELBY

I, Cecil Duke, a Clerk Bo. of Revenue in and for said County in said state, hereby certify that Harry Gordon and his wife Lavonia Tinney Gordon whose names are signed to the foregoing written instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing written instrument, they executed the same voluntarily on the day the same bears date.

And I further hereby certify that on the same date came before me the within named Lavonia Tinney Gordon known to me to be the wife of the within named Harry Gordon, who being examined separate and apart from the husband, touching her signature to the within written instrument acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

GIVEN UNDER MY HAND this the 27th day of August, A.D., 1941.

Cecil Duke,  
Clerk Board of Revenue

My commission expires  
Jan. 1943.

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, C. L. Netting, a Notary Public in and for said County in said State, hereby certify that W. V. Hartmann, whose name as Vice President of GULF REFINNING COMPANY, a corporation, is signor to the foregoing written 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 14 day of October, 1941.

C. F. Netting  
Notary Public

My Commission Expires

6-3-45

Filed in the office of the Probate Judge the 5th day of November, 1941 and recorded in the Deed Record 112 on page 471.

L. C. Walker,  
Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 2.00 Privilege Tax  
has been paid on the within  
instrument as required by  
law.  
L. C. WALKER,  
JUDGE OF PROBATE

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