

SC-242-1
2-46

Value \$11,040.15 #2857

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made and entered into this 12th day of April, 1946, by and between HARRY GORDON of the City of Columbiana, County of Shelby, State of Alabama, and the Gulf Refining Company, a corporation, with principal Lessor, office in the city of Pittsburgh, State of Pennsylvania, Lessee, WITNESSETH:

(1)

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 follows:

A certain tract or parcel of land situated in the northeast intersection of East College and Main Streets in said town of Columbiana, Alabama and being the lot upon which is now situated a garage and filling station, and which said lot fronts 66½ feet on Main Street and 75 feet on East College Street, and which is situated in the County of Shelby and State of Alabama (said lot forming a rectangle).

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.

(2)

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.

(3)

The term of this lease shall be for a period of TEN (10) years, effective August 28, 1946, and expiring August 27, 1956.

(4)

During the term of this lease agreement the lessee agrees to pay to the lessor a rental of ONE HUNDRED TWENTY-FIVE & 00/100 (\$125.00) DOLLARS per month, payable on the 25th day of each and every month.

(5)

It is understood and agreed that should the lessee hold over the premises herein described beyond the determination by limitation of the term herein created, or by 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 long period than one (1) month.

(6)

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 it on the premises. Lessor further agrees that lessee should be made a part in any legal proceeding affecting the lessee's right of continuous and quiet possession the lessor 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.

(7)

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 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 lessor that repairs are necessary, then the lessee may cause same to be made. Should the lessor at any time default in the 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 lien-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.

(8)

It is understood and agreed that if by reason of 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 installation 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 rent or any other obligation as of the date of such surrender.

(9)

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.

(10)

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.

(11)

In the event of the total destruction of the building, improvements, and equipment on the premises by fire, or otherwise, 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.

(12)

It is agreed that the lessor 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 sub-lessee or assigns shall pay said rental installment or comply with the term 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.

(13)

It is agreed that lessee may make such additions, alterations, replacements, and improvements upon the

buildings and equipment on said premises as to it 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.

(14)

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.

(15)

The word "LESSOR" herein shall be construed to include the said lessor, lessor's heirs, 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 12th day of April 1946.

Signed and sealed in the presence of:

C. E. DAVIDSON

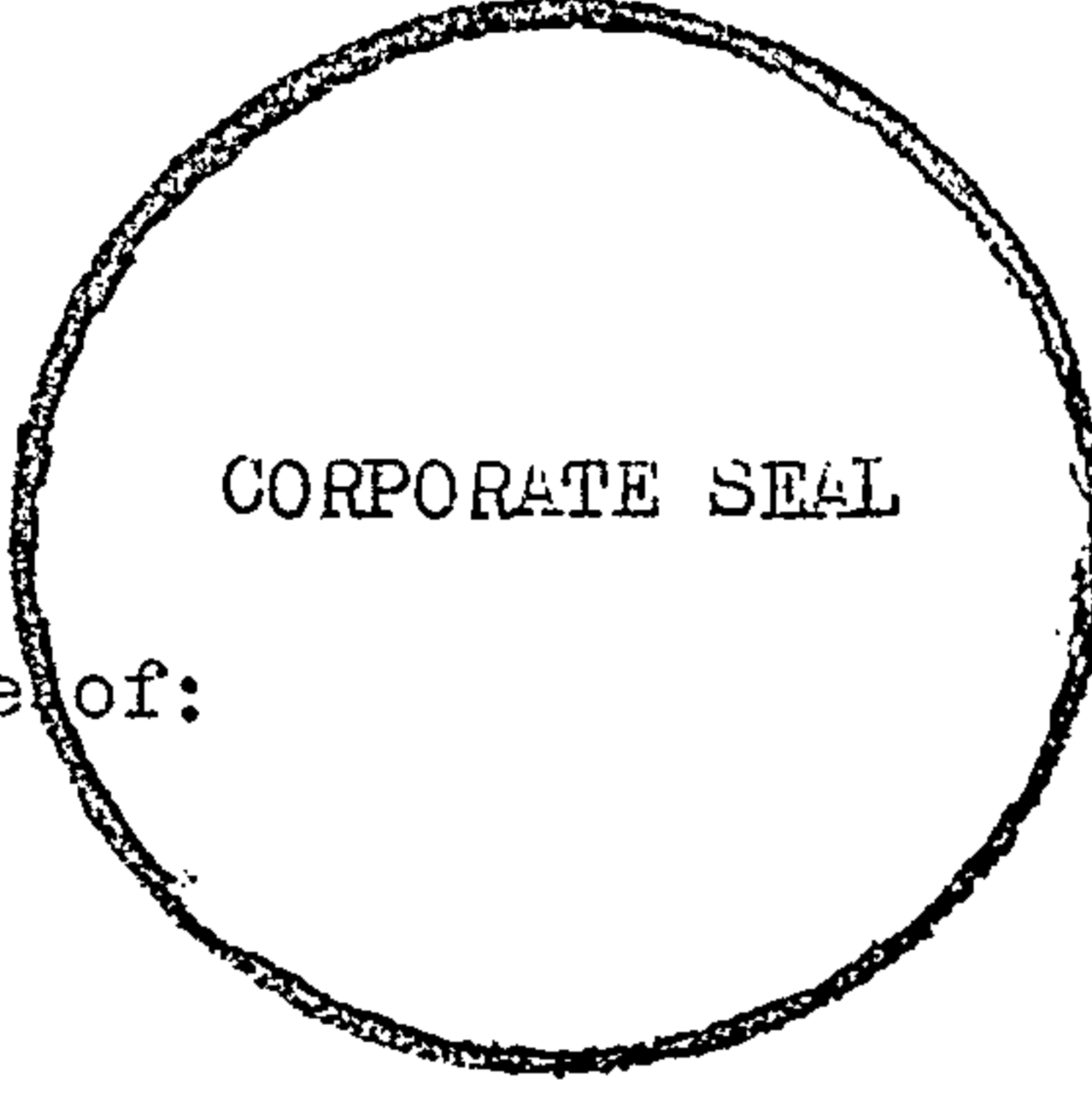
Signed and sealed in the presence of:

H. P. BARCHFIELD

LEO P. JOYCE

THE STATE OF ALABAMA

COUNTY OF SHELBY



HARRY GORDON
GULF REFINING COMPANY
By W. O. Hartman, Vice-President

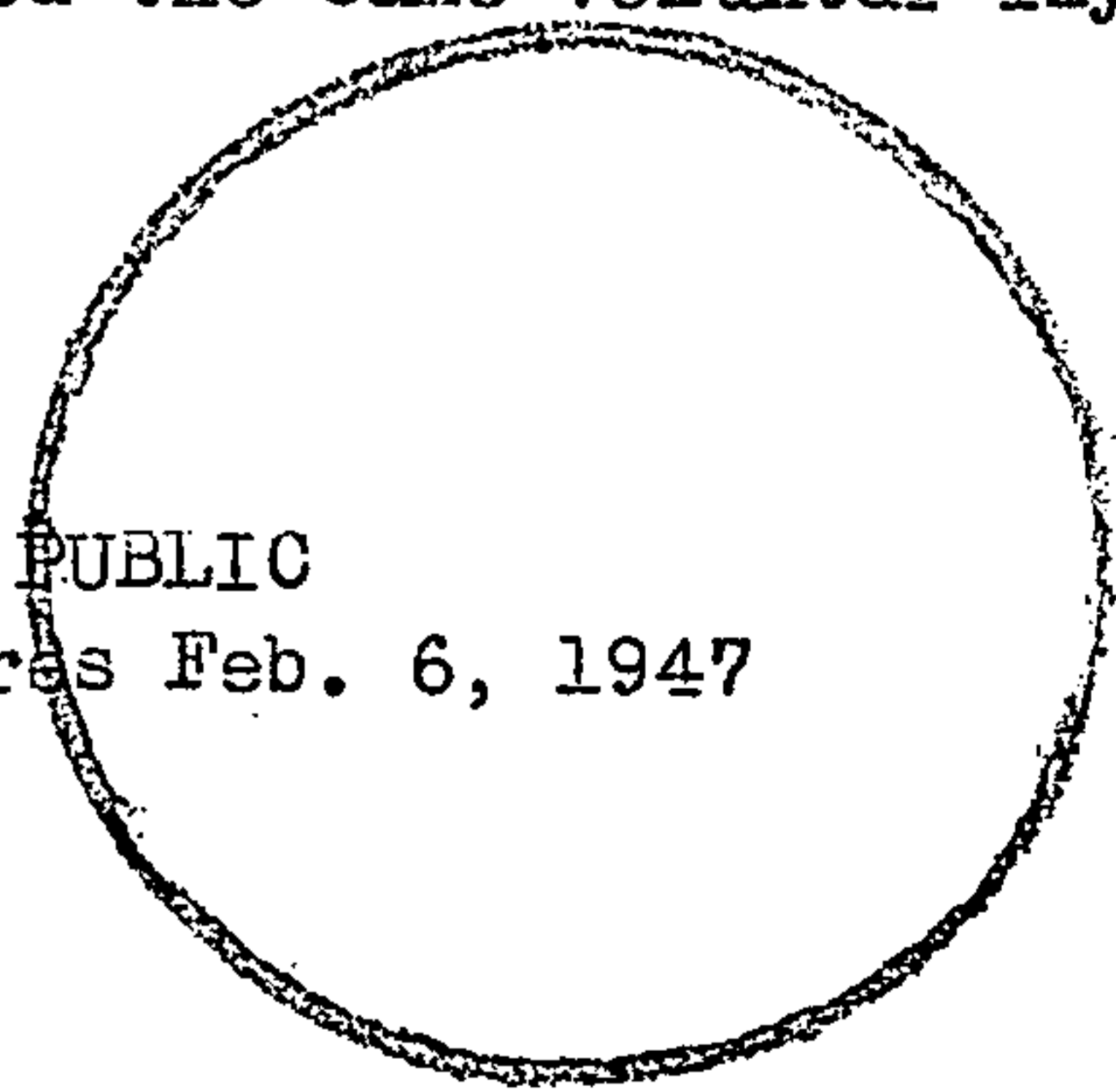
I, CECIL DUKE, a Notary Public within and for said County and State, hereby certify that Harry Gordon whose name is signed to the foregoing written instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the written instrument, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND this 12 day of April 1946.

CECIL DUKE, NOTARY PUBLIC
My Commission Expires Feb. 6, 1947

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY



I, L. B. BARTHOLOW, a Notary Public, in and for said County in said State, hereby certify that W. O. Hartman, whose name as Vice-President of GULF REFINING COMPANY, a corporation, is signed 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 15th day of April 1946.

L. B. BARTHOLOW, NOTARY PUBLIC
My Commission expires at end of next session senate

Filed in this office on the 1st day of July 1946 at 5 p.m. and recorded in Deed Record 124, Page 385 on the 5th day of July 1946.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$11.50 Privilege Tax
has been paid on the within
instrument as required by
law.
L. C. WALKER
JUDGE OF PROBATE

L. C. WALKER, JUDGE OF PROBATE

