LEASE

#1010

This lease, made this fourteenth day of November, 1950, by and between Dr. L.C. Parnell of Montevallo, Alabama, hereinafter called "Lessor" (whether one or more) and SHELL OIL COMPANY, a Delaware corporation with offices at 50 West 50th Street in the City, County, and State of New York, lessee, hereinafter called "Shell", WITNESSETH THAT:

First. Lessor hereby leases to Shell for a term of ten (10) years, beginning upon the 1st day of January, 1951, and ending on the 31st day of December, 1960, the parcel of land situated on Middle and Valley Streets, in Montevallo, County of Shelby, State of Alabama, more particularly described as follows:

Allthat part of Lot 22, according to the original map or plat 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.

Togetherwith all appurtenances thereto, all improvements and all gasoline filling and automobile service station equipment and apparatus on said premises at any time during the original or any extended term hereof, including specifically the equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell. In case of any variance between the above description and the premises actually used under this lease, said premises so actually used shall be deemed to be included herein.

Second. Shell shall pay rent for the leased premises during the term hereof at the rate of eight and no/100 Dollars (\$80.00) per month in cash to or by check to the order of Dr. L.C. Farnell, Montevallo, Alabama, in advance or nor before the first day of each month, except that, if rent shall begin to accrue upon a day other than the first day of a month, rent for the remainder of such month may be paid in arrears on the first day of the following month.

Third. Shell have options to extend the term of this lease successively for no (0) accitional periods of one year each, upon the same terms and conditions as herein provided. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then current term.

Fourth. Lessor shall maintain in good condition and repair all property herein leased, real and personal, and Lessor shall rebuild promptly any structure damaged or destroyed in any manner. In default thereof Shell may (a) terminate this lease on thirty days notice in which event all rentals shall abate from the date of such damage or destruction, or (b) repair or rebuild and charge to Lessor all sums expended therefor. If the leased premises shall be rendered unfit for occupancy in whole or in part by reasons of any such damage or destruction, or if, for any cause not the fault of Shell including but not restricted to repairing or rebuilding hereunder, the possession of beneficial use of such premises shall be interfered with, all rent or a just and proportionate part thereof, according to the nature and extent of the injury or interference sustained, shall abate until much premises shall have been fully restored or such interference shall have ceased.

Fifth. Shall may use said premises for any lawful purpose whatsoever and may erect and install upon the leased premises such additional buildings, improvements, equipment and apparatus and made such alterations and changes therein and in or upon the leased premises, including the grande and any driveways and curbs, as it deems desirable. It may paint in colors of its own selection any and all buildings, improvements, equipment and apparatus now or hereafter upon the leased premises.

Sixth. Lessor shall pay all taxes, assessments, and other governmental or municipal charges on the leased premises and the improvements, thereon, except occupational or equipment license fees and water or electricity charges incurred by Shell's occupancy hereunder. If, shen due and payable, "essor shall not pay such taxes, assessments, orcharges or any mortgage or other lien indeb tedness and interest thereon affecting said premises, Shell may pay the same, in whole or in part, and charge the amount of such payment to Lessor, and shall be subrogated to the rights of the lien holder. If any sums be charged to Lessor by Shell pursuant to this Article or any other Article of this instrument, or if any indebtedness be due from Lessor to Shell at any time, whether under this lease or otherwise, in addition to all other remedies, Shell may withhold all rentained apply the same against such sums or indebtedness until the same with interest thereon at six per cent perannum shall be liquidated. If such sums or indebtedness with interest thereon shall not be fully liquidated during this lease or any extension pursuant to Article Third, Shell may extend this lease, upon the same terms and conditions as herein provided, until said sums or indebtedness with interest thereon shall be fully liquidated.

Seventh. No rent shall accrue during any period in which, without fault of Shell, the conduct to full of, advantage upon said premises, or the use thereof for, the business of operating a gasoline filling and automobile service station shall be or be attempted to be prevented, impaired, suspended or limited by any act of omission of governmental authority (federal, state or municipal) or by any law, ordinance, order, rule, or regulation, zoning ordinance or building code, or by any lack at any time of the legal permission necessary therefor. If (a) any of the foregoing conditions mentioned in this Article should continue for dixty days, or (b) at any time during this lease or any extension or renewal, such use of the premises or conduct of useh service station should be illegal, or (c) such conduct or use should at any time be impaired or affected by the widening, altering, or improving of any street adjoining said premises or should any federal or state highway be rerouted from any such street, then, in any such event and in additional to any other ights hereunder, Shell may at its option terminate this lease by giving Lessor at least five days notate.

Eighth. No notice need be given of the intention of Lessor or Shell to enter or vacate the leased premises at the expiration of this lease, and any holdover shall be on the basis of a month-to-month benancy at the rental herein reserved.

Ninth. Shell may at any time assign this lease or sub-let all or any part of the leased premises but shall not be relieved thereby of its obligations hereunder.

Tenth. At the termination of this lease, or of any tenancy thereafter, Shell shall surrender the leased premises to Lessor, subject (a) to Shell's privilege under Article Seventeenth hereof, (b) to ordinary wear and tear and destruction or damage by fire, explosion, the elements, other casualty, war, vandalism,

insurrection and riot, and (c) to any change, alteration, addition or painting of or to the leased premises by Shell, as hereinabove authorized.

Eleventh. Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram is filed with the telegraph company, postage or charges prepaid and addressed, if to Shell at 400 William-Oliver Building, Atlanta, Georgia, and if to Lessor, at such party's above-mentioned address, or in either case at such other address as shall have been substituted therefor by notice. This lease may be terminated for rental default only if a rent installment shall be due and unpaid for twenty days after notice to Shell in which event "essor may then terminate this lease on thirty days notice to Shell.

Fourteenth. If at any time during the term of this lease, or any extensions or renewals thereof, Lesson receives from a ready, willing andable purchaser a bona fide offer to purchase the leased premises or any portion thereof, or any property which shall include all or part of the leased premises, which offer Lessor desires to accept, Lessor shall give Shell notice, setting forth the name and address of the prospective purchaser and the price and terms of the proposed sale, accompanied by Lessor's affidavit that such prospective sale is in good faith (and if the purchase offerscovers more or less property than the leased premises, then in such event the notice shall also explicitly specify the price for the leased premises and the price for the portion thereof or entire premises covered by said offer, said prices to be in reasonable proportion to each other). Shell shall thereunpon, in addition and without prejudice to Shell's rights under Atticle Thirteenth, have the prior option to purchase the leased premises or alternatively at Shell's election the portion thereof or entire premises covered by said offer, and in either event the structures, improvements, equipment, fixtures and Lessor's personal property thereon, all at therespective price this established therefor and on the terms set forth in Article Fifteenth hereof. If Shell elects to exercise said option, it shall so notify Lessor within twenty days after Shell's receipt of the aforesaid notice of Lessor's desire to sell. Shell's right to purchase under this Article shall be a continuing right during this lease, and any extensions and renewals, whenever Lessor, or any successor in title, desires to sell as aforesaid. Shell's failure to exercise any option under this Article Thirteenth, or its right to the estate herein created.

Fifteenth. If Shell exercises any purchase option above-mentioned, Lessor shall, at Lessor's expenses, obtain and submit to Shell within twenty days after notice from Shell evidence of Lessor's title to the premises which Shell elects to purchase, for examination by Shell's attorneys (and in default thereof Shell may at its option obtain the same and charge to Lessor all expense incurred) and Lessor shall submit promptly all such title opinions, certificates and policies, licenses, permits and surveys relating to said premises as Lessor may possess, all to become Shell's, if Shell accepts the deed hereinafter referred to. All defects in, and restrictions, liens, and encumbrances upon, title shall be cleared by Lessor promptly upon notice from Shell. If title is approved by Shell's attorneys, and there is in effect the legal permission necessary for the use and operation of said premises and property for gasoline filling and automobile service station purposes, the sale shall be completed without unreasonable delay, and Lessor shall convey said premises to Shell by recordable warranty deed with general covenants of warranty, and transfer to Shell all personal property, if any, covered by such option by a good and sufficient bill of sale with warranties of clear title. Taxes for the current year and rent shall be prorated as of the date such deed is delivered to Shell and for purposes of said options all risk of loss shall be on Lessor until title passes to Shell. If title is not approved by Shell or all such legal permission is not in effect, the loss shall be on Lessor until title passes to Shell. If title is not approved by Shell or all such legal permission is not in effect, the sale shall be consummated or reflected by Shell's option. Shall may, in addition to any other remedies, waive any mortgages, liens or other encumbrances on said premises and reduce the purchase price by the amount thereof. Evidence of Lessor's title, wherever used in this instrument, means at Shell's option, either, (1) a complete abstract of title to said premises; (2) a current certificate of title thereto; (3) an attorney's opinion as to such title; or (4) a report of a title company, and subsequently and also at Lessor's expense, a title policy fully insuring the interest bhell is to acquire in the premises; the abstractor, attorney or title company rendering the same to be selected by Shell.

Sixteenth. Lessor covenants that Lessor is well seized of, and has good right to lease said premises and warrants and agrees to defend the title thereto and to reimburse Shell for and hold Shell harmless from any damages and expenses which Shell may suffer by reason of any restriction, encumbrance or defect in the title to or description herein made of the leased premises. If Lessor's title, or right to receive 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, Shell may withhold rent thereafter accruing until Shell have been furnished with proof satisfactory to it as the party entitled thereto. If it shall appear at any time, in the opinion of Shell's attorneys, that Lessor's title to said premises is insufficient to support this dease and to entitle the party, for the receipt of rent herein designated to receive the same, Shell may terminate this lease by giving at least thirty days written ' notice to Lessor.

Deventeenth. Shell, at any time after the beginning of the term hereof, and within ninety days after the termination of the terms hereof of any renewal or extension thereof, or any tenancy thereafter, may enter upon and remove from the leased premises any buildings, underground tanks or other improvements or property owned, built or placed thereon by Shell during the terms of this lease, or any previous lease, or any extension thereof, or any tenancey from month to month.

Eighteenth. This lease merges all prior negotiations and understandings with reference to letting said premises and there is no other agreement or arrangement, oral or written, with reference thereto.

Nineteenth. This lease, and any subsequent agreement amending, modifying or supplementing this lease, shall be binding upon Shell only when the same has been executed on its behalf by any person at its address first above set forth duly authorized by Shell's Board of Directors, or by its Division Manager, and a copy so executed has been delivered to Lessor. The terms "Lessor" and "Shell" wherver used in this instrument, shall be deemed to ectend to and include, and this lease and all of the terms, provisions and options set forth in this instrument, shall be binding upon and inure to the benefit of, the heirs, executors, administrators, successors and assigns, of Lessor and Shell, respectively.

Twentieth. Lessor hereby waives and releases all dower, curtesy, right of homestead and other interests in said premises in so far as said rights and interests may affect this lease, including Shell's rights unnder Articles Rhirteenth, Fourteenth, Fifteenth hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease as a sealed instrument the day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

A.E. Whitesides

STATE OF ALABAMA
SHELBY COUNTY L.C. Parnell (Seal) oning of Cartify that "Lessor"

A.M. Badgley

Executed for Shell in the presence of:

Charles T. Nesbitt

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L. C. WALKER, BY J.L. Wadlow, Division Manager by law. JUDGE OF PROBATE

Mary T. Adams Notary Public, Fulton County, Georgia My commission expires une 113, 1951

STATE OF ALABAMA

COUNTY OF SHELBY

I, Mary Lee Mahaffey, a Notary Public in and for said County in said State, hereby certify that on the Lith day of November, 1950, Lig. Parnell, 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.

Fiven under my hand and seal of office this 14th day of November, 1950.

SEAL

Mary Lee Mahaffey, Notary Public My commission expires: Nov. 15, 1951

SEAL

Filed in the office of the Probate Judge on the 12 day of December, 1950 at 10:00 A.M. andrecorded in Deex Record 143 on page 261 this the 30 day of December, 1950.