954 BOOK 184 PAGE 50 No. NOTR. 39...

SHORT LEASE

THIS SHORT LEASE, made and entered into this 1st day of December , 1956, by and between Tremarco Corporation, a Delaware Corporation of 65 Broadway, New York 6, New York (hereinafter called Lessor), and Gulf Refining Company, a Delaware Corporation of 439 7th Avenue, Pittsburgh 19, Pennsylvania (hereinafter called Lessee),

WITNESSETH:

Whereas, Lessor and Lessee have entered into a Lease dated as of the date hereof (hereinafter called "Lease Agreement") whereby Lessor has let and demised to Lessee certain lands with buildings and improvements constructed or to be constructed thereon and the appurtenances, and Lessor has therein granted and created in favor of Lessee certain options and rights, a copy of said Lease Agreement being held by Tremarco Corporation at its office at 600 Grant Street, Pittsburgh 19, Pennsylvania; and

* Whereas, Lessor and Lessee desire to enter into this Short Lease which is to be recorded in order that the third parties may have notice of the estate of Lessee and of said Lease Agreement.

Now, Therefore, the Lessor, in consideration of the rents and covenants provided for in said Lease Agreement to be paid and performed by Lessee, does hereby let and demise unto Lessee the premises particularly described as follows or on Schedule I annexed hereto:

Stogether with all buildings, structures, fixtures and improvements constructed and to be constructed thereon and all easements, rights and appurtenances thereto. Said property and improvements are sometimes hereinafter collectively referred to as "said premises".

Term of this Lease shall begin on the date hereof and shall continue through a Basic Term of 25 years commencing on the 1st day of January, 1957.

Lessee is hereby given the right at its option to extend the term of this Lease for seven (7) successive periods of five years each following the expiration of the original term hereof at the rental provided for in paragraph 15 of said Lease Agreement. Such options may and shall only be exercised by giving written notice to Lessor not less than 90 days prior to the expiration of the term then in effect. Each such renewal period shall otherwise be on the terms and conditions set forth in said Lease Agreement and with the same options and rights except that the number of renewal periods shall be reduced by one upon each such renewal.

Lessee shall have the right at any time during the term hereof to alter any buildings or structures hereby leased, as set forth in paragraph 10 of said Lease Agreement. Lessor hereby grants to Lessee the options to purchase the said premises as set forth in paragraphs 3(b) and 12 of said Lease Agreement.

All of the terms, conditions, provisions, and covenants of the said Lease Agreement are incorporated in this Short Lease by reference as though written out at length herein and both the said Lease Agreement and this Short Lease shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF the parties hereto have executed this Short Lease, in triplicate, as of the date first above written.

TREMARCO CORPORATION

Attest:

Lee

... WILLIAM K. BRENT

EARL G. GEHRING

Signed, sealed and delivered in the

presence of:

GULF REFINING COMPANY

Division**a** General Manager

C. B. PRESCOTT

K. A. LANGGUTH

BUUK 184 PAGE 51 SCHEDULE I

ALL. THAT CERTAIN tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Town of Calera, County of Shelty, and State of Alabama:

Lot 5, Block 4, Dunstan's Map of Calera, Alabama, dated October 1, 1886, or Lot No. 437 and St of Lot No. 438, according to Dare's Survey of Calera, Alabama, covering property more particularly described as:

Heginning at an iron pin on the Northeast corner of the intersection of 18th Avenue and 12th Street (U.S. #31) thence North along the East boundary of 12th Street (U.S. #31) a distance of 90 feet to an iron pin, thence East a distance of 150 feet to an iron pin, thence South 90 feet to an iron pin on the North boundary line of 18th Avenue, thence West a distance of 150 feet along the North boundary line of 18th Avenue to the point of beginning.

. No. NOTR 39

SCHEDULE I

STATE OF LOUISIANA BOOK 184 PAGE 53 SS PARISH OF ORLEANS JOHN M. MYERS, JR., a Notary Public in and for said Parish and State, hereby certify that C. B. PRESCOTT, whose name as Attorney-in-Fact for GULF REFINING COMPANY 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, in his capacity as such Attorney-in-Fact, executed the same voluntarily on the day, the same bears date. GIVEN UNDER MY HAND and seal of office this the 1956 December day of JOHN M. MYERS. JR. Commission Expires: My Commission Expires At Death STATE OF PENNSYLVANIA SS COUNTY OF ALLEGHENY said County and State, hereby certify that B. L. BEESE whose name as MICE PRESIDENT 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, in his capacity as , executed the same voluntarily VICE PRESIDENT

GIVEN UNDER MY HAND and seal of office this the 1266

My Commission Expires:

on the day the same bears date.

such

day of

ARTHUR S. LLOYD, Notary Public PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES, NOV. 2, 1959

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Probate Judge, Shelby County, Alabama.

I hereby certify as a representative of Gulf. Refining Company that the rental in the lease covering property at 12th and 18th, Calera, Shelby County, Alabama, is \$3068.00 per year for the first 15 years and \$2328.00 for the remaining 10 years of the 25 year term.

This affidavit is given in support of a request for a ruling as to the amount of recording tax payable at the time the short lease is recorded.

GULF REFINING COMPANY

BY C. B. PRESCOTT

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY THIS DECEMBER 26-1956

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Stat	e of Alabama, Shelby County		
day _.	I. L. C. Walker Judge of Probate herebyles.	certify that the within this office for record the day of slock M, and recorded in the Record No Page 2 & examined	
<u>C</u>	S. J. W. W. Gago	Tax of \$Beed Tax of \$	