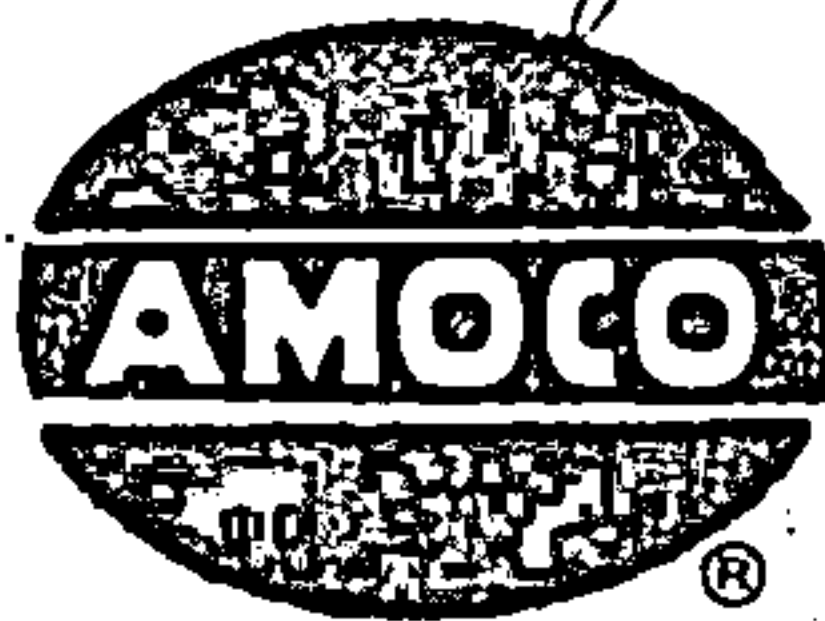




BOOK 192 PAGE 176

THIS AGREEMENT AND LEASE, made and entered into this 18th day of November in the year one thousand nine hundred and fifty seven (1957) by and between H. T. Salter and Louise Vines Salter, his wife, of 1447 Hueytown Road, Bessemer, Alabama, hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in the Town of Calera, the County of Shelby, and the State of Alabama,

and more particularly described, as follows:

Lots number 403 and 404 of the Shelby Lime Company's Allotment of land in the Town of Calera, Alabama, as shown by the map of said company's allotment and commonly known as N. B. Dare's Map of Calera, Alabama, which said lots are further described as follows: Begin at a point on Montgomery Avenue, in said town, 60 feet south of the southwest intersection of said Montgomery Avenue and 17th Avenue, and run in a westerly direction 133 feet to the east side of an alley; thence in a southerly direction along said alley 120 feet; thence in an easterly direction 133 feet to the west side of said Montgomery Avenue; thence in a northerly direction 120 feet to the point of beginning. Said above mentioned maps being on record in the Probate Office of Shelby County, Alabama. Same being the property conveyed by F. P. Givhan and wife, Frances L. Givhan, to H. T. Salter, by deed dated the 30th day of September, 1957, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 189 at Pages 449 and 450.

(as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Fifteen (15) Years beginning on the 1st day of June 19 58, and ending on the 31st day of May, 1973, hereinafter called "the original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

The sum of Two Hundred Seventy Five and No/100 Dollars (\$275.00) per month, payable on the first day of each month, in advance,

it being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five (5) years next succeeding the term of this lease, at a rent during such renewal term of the same rental as stipulated for the original term hereof.

~~(b) A further option to renew and extend this lease for a further term of _____ years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of _____~~

~~(c) A further option to renew and extend this lease for a further term of _____ years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of _____~~

~~(d) A further option to renew and extend this lease for a further term of _____ years next succeeding the expiration of the third renewal period above mentioned, at a rent during such fourth renewal term of _____~~

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions, options and provisions of this lease shall remain in full force and effect; it being further agreed that in the event LESSEE shall elect to exercise any of said options of renewal it shall do so by written notice to LESSOR not less than thirty days prior to the expiration of the then current term, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

~~5. (a) LESSOR, in consideration of this lease, hereby grants to LESSEE the option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements hereafter to be erected by LESSOR upon the demised premises under the provisions of this lease) at any time during the original term of this lease, for the sum of~~

Dollars (\$) _____, and at any time during any renewal term or extension of this lease for the sum of

Dollars (\$) _____, in fee simple. In the event any part

of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If LESSOR, at any time after the execution of this lease and prior to the expiration of the original term and any renewal or extension thereof, receives a bona fide offer or proposal to purchase the demised premises, which offer or proposal LESSOR desires to accept, or should LESSOR during any such time make any offer or proposal to sell the demised premises, LESSOR agrees to give LESSEE Forty-five (45) days' notice in writing of any such offer or proposal, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. LESSEE shall have the first option to purchase the demised premises within such Forty-five (45) day period at the same price and on the same terms of any such offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the said period and regardless of whether or not the premises are sold pursuant to the bona fide offer or proposal set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under either (a) or (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise either of said purchase options, LESSOR covenants and agrees, upon payment of the purchase price, to convey the said property to LESSEE, its successors and assigns, by a recordable instrument having good and marketable title in fee simple, with covenants of warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a reputable title guarantee company at such company's regular rates; taxes, water rent and other current expenses, and rent hereunder, to be adjusted as of date of settlement.

The purchase options granted herein shall cease and expire at the expiration of twenty-one years from and after the death of the last-dying of the individual or individuals signing this lease as parties-lessor therein; or in the event the LESSOR or one of the parties-lessor is a corporation at the expiration of twenty-one years from and after the death of the last survivor of the individuals signing and attesting this lease as officers of both the LESSOR and LESSEE corporations.

6. LESSOR shall, at his own cost and expense, erect upon the demised premises for the use of LESSEE, a gasoline service station, said improvements to be completed in accordance with plans and specifications approved by LESSOR and LESSEE, as evidenced by the signatures of LESSOR and LESSEE upon a copy of said plans and specifications. All licenses and permits which may be required for the purpose of erecting and maintaining said gasoline service station improvements shall be secured from the proper authorities by the LESSOR, and LESSOR shall, upon the signing hereof, promptly make application for, and diligently proceed with such action as may be required to secure, such licenses and permits. Upon securing said licenses and permits, LESSOR shall promptly begin the construction of said service station improvements and shall complete the same and deliver possession thereof to LESSEE ready for operation within six months from the date of this lease. LESSOR covenants, in connection with the erection of said improvements, to save LESSEE harmless from all claims, judgments and liens resulting therefrom; and also covenants that should any liens or judgments be filed against the demised premises and remain unpaid, LESSEE may, at its option, pay the same and deduct such payment from the rent hereunder. It is further agreed that in the event said service station improvements shall not be completed by LESSOR and possession thereof delivered to LESSEE within six months from the date of this lease, then LESSEE shall have the right, at its option, to declare this lease null and void, or upon such default on the part of LESSOR in the erection of said improvements, LESSEE may, at its option, after securing the required licenses and permits therefor, proceed to erect said gasoline service station improvements upon the demised premises for the account of LESSOR (LESSEE being hereby authorized to raze and remove, without liability therefor, any and all existing buildings or improvements upon the demised premises), in which event LESSEE shall have the right to retain all rent to accrue and become payable under this lease and to apply the same to the repayment of the cost of such gasoline service station improvements together with interest to LESSEE at the rate of six per cent (6%) per annum calculated on all unpaid monthly balances of the total amount so advanced by LESSEE for the construction of said improvements, until the cost of such improvements, together with interest thereon as aforesaid, shall have been fully repaid to LESSEE; and in the event LESSEE shall erect said improvements under the provisions hereof, LESSOR does hereby irrevocably assign and transfer unto LESSEE all monthly rentals to accrue and become payable under this lease until such time as LESSEE shall be fully repaid all amounts so advanced by LESSEE for or on account of the construction of said service station improvements together with interests thereon as hereinbefore provided.

~~LESSEE covenants, in the event the required licenses and permits are secured, to furnish and install upon the demised premises, at its own cost and expense, such equipment and facilities as LESSEE deems necessary for use in the operation of its service station, all of which equipment, together with any additional buildings, improvements or equipment which LESSEE may hereafter erect or install upon the demised premises (consent to erect or install additional buildings, improvements or equipment being hereby given by LESSOR), shall at all times remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom all such buildings, improvements and equipment so belonging to LESSEE without any liability on LESSOR'S part for rent or as a holdover during such thirty-day period.~~

7. In the event the licenses and permits for erecting, maintaining or conducting a gasoline service station upon the demised premises shall at any time be revoked by City, County, State or other duly constituted authority, for reasons other than default or neglect on the part of LESSEE, or if for any other reason, not occasioned by any default or neglect on the part of LESSEE, LESSEE shall be lawfully prevented from occupying or using the demised premises as a gasoline service station, then LESSEE shall have the right, at its option, to terminate this lease by written notice to LESSOR.

8. LESSOR covenants that it is well seized of the demised premises, has a good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold LESSEE harmless from any loss by reason of any defect in the title. LESSOR covenants to pay all taxes and assessments of every nature upon the demised premises, including the land and all improvements of LESSOR thereon, and agrees to notify LESSEE immediately upon any default in the payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and LESSEE shall have the right to make such defaulted payments for the account of LESSOR. Any sums so advanced by LESSEE, including costs and attorneys' fees incurred by LESSEE in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or LESSEE may require LESSOR to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to LESSEE, LESSEE may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

9. LESSOR covenants that LESSEE, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid and any renewal periods, and may sublease or demise to any subtenant the whole or any part of the premises leased hereunder either during the original term hereof or during any of the renewal terms or both.

☒ THIS RIDER is executed simultaneously with and hereby made a part of the annexed lease agreement, dated the 18th day of November, 1957, between H. T. Salter and Louise Vines Salter, his wife, therein and herein referred to as "LESSOR" and THE AMERICAN OIL COMPANY, therein and herein referred to as "LESSEE".

☒ WITNESSETH, that said annexed lease agreement is subject to the further terms and conditions, to wit:

19. Lessor covenants in the event the required licenses and permits are secured, to install on the demised premises at his own cost and expense, in accordance with said plans and specifications, such equipment and facilities as Lessee deems necessary, and makes available, and/or causes others to make available, to Lessor, for use in the operation of said service station, which equipment and facilities comprise the following:

- | | |
|--|--|
| 2 - 3000-gallon storage tanks | 2 - floodlight poles |
| 1 - hydraulic automobile lift | 2 - fluorescent area lights |
| 2 - gasoline electric computing pumps | 2 - pump-island light poles |
| 2 - fluorescent pump-island lights | 1 - pedestal torch identification sign |
| 4 - clusters of 2-lamps - 150 watt Par 38 spot and/or flood lights | 1 - 1½-horsepower air compressor |

Said equipment and facilities shall at all times remain the personal property of Lessee, and/or its agents and distributors, and Lessee, and/or its agents and distributors, shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom all such equipment and facilities so belonging to Lessee, and/or its agents and distributors, without any liability on Lessee's part, and/or its agents' and distributors' parts, for rent or as a holdover during such thirty-day period.

20. As long as any part of any loan (the commitment for which is identified by the signatures of The American Oil Company and The Life Insurance Company of Virginia) made by The Life Insurance Company of Virginia and secured by a mortgage on the hereinabove described property is outstanding and remains unpaid, Lessee hereby agrees that it will not, either directly or indirectly,

1. exercise any right or privilege of diminution, setoff, counterclaim, deduction, reduction, or termination of rentals under this agreement, or
2. in any way affect, change, modify, terminate or cancel the requirement that the rental provided for under Paragraph 3 hereof be paid in full during the entire term of the lease as herein provided, or
3. purchase the leased premises, or in any way affect, change, modify, terminate or cancel this lease agreement,

unless prior to or simultaneously with the exercise of any such right or privilege, or the happening of any one or more of such events, the said mortgage is paid in full or the Lessee assumes the payment of said mortgage in a manner satisfactory to The Life Insurance Company of Virginia.

WITNESS: (as to all)

H. T. Salter, Jr.
H. T. Salter, Jr.

H. T. Salter (SEAL)
H. T. Salter
Louise Vines Salter (SEAL)
Louise Vines Salter

ATTEST:

Assistant Secretary
Assistant Secretary

THE AMERICAN OIL COMPANY

By P. A. Anderson (SEAL)
 VICE PRESIDENT.

H.T.S.
L.V.S.

☒ THIS RIDER is executed simultaneously with and hereby made a part of the annexed lease agreement, dated the 18th day of November, 1957, between H. T. Salter and Louise Vines Salter, his wife, therein and herein referred to as "LESSOR" and THE AMERICAN OIL COMPANY, therein and herein referred to as "LESSEE".

☒ WITNESSETH, that said annexed lease agreement is subject to the further terms and conditions, to wit:

H.T.S.
L.V.S.

21. Lessor and Lessee agree that this lease is not in consideration for or dependent or contingent in any manner upon any other contract, lease or agreement between them, or between H. T. Salter and Pan-Am Southern Corporation, and that the term, rental and other provisions of said lease are not intended by said parties to be tied in with any other such contract, lease or agreement; but, on the contrary, this lease and all of its provisions are entirely and completely independent of any other transaction or relationship between the parties.

H.T.S.
L.V.S.

22. As of the beginning date of the term specified on Page 1 hereof, this lease supercedes and cancels the lease dated January 23, 1953, between the parties hereto (or their predecessors in interest) covering the same premises.

WITNESS: (As to all)

H.T.S.
L.V.S.

.....
.....

H.T.S.
L.V.S.

..... (SEAL)
H. T. Salter
..... (SEAL)
Louise Vines Salter

ATTEST:

[Signature]
.....
Assistant Secretary

THE AMERICAN OIL COMPANY

By *[Signature]* (SEAL)
VICE PRESIDENT

10. In the event of any change in grade of any adjoining streets, alleys or highways, or in the event the demised premises, or any part thereof, shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of LESSEE is not suitable for the operation of a gasoline service station, this lease, at the option of LESSEE, shall terminate without further liability on the part of LESSEE, or LESSEE may continue in possession of remaining portion of the demised premises, in which event the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of LESSEE to any award for damages to it or to its leasehold interest caused by such taking, whether separately or as a part of a general award.

11. Any notice required or permitted to be sent to LESSOR hereunder shall be sufficient if delivered in writing personally or sent by U. S. Certified Mail addressed to H. T. Salter

at 1447 Hueytown Road, Bessemer, Alabama.

Any rent or other payment hereunder due to LESSOR shall be paid by check to H. T. Salter

at 1447 Hueytown Road, Bessemer, Alabama.

Any notice required or permitted to be sent to LESSEE hereunder shall be sent by U. S. Certified Mail addressed to LESSEE

at 100 Highland Sanitarium Road, Nashville 10, Tennessee.

provided that either party may change the person or the address to which notices or rentals or other payments shall be sent upon written notice to the other. The date of mailing shall be deemed the date of giving the notice or paying the rent or making any other payment, as the case may be.

12. LESSOR covenants that no conveyance, assignment by or other change of interest of LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by U. S. Certified Mail, and in no event shall such conveyance, assignment or other change of interest affect this lease or the renewal or purchase option rights of LESSEE hereunder.

13. LESSOR covenants that it will not, at any time this lease or any renewal or extension is in effect, or at any time within a period of ten (10) years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling any petroleum products upon any property within a radius of two thousand (2,000) feet of the boundary lines of the property hereby demised, and any deed from LESSOR to LESSEE will so provide; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purpose any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any petroleum product other than products of LESSEE; and LESSOR further covenants that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during such period for any purposes herein prohibited.

14. LESSOR covenants to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements, upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage, LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenable for the purposes of a gasoline service station.

15. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

16. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties-lessor jointly and severally.

17. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

18. This lease shall not be deemed to be accepted by LESSEE or binding upon it unless the same shall have been duly signed by its VICE PRESIDENT and an executed copy thereof delivered to LESSOR.

See Form 271-R, Lease Riders, marked No. 1 and No. 2, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

WITNESS: (As to all)

H. T. Salter
H. T. Salter

H. T. Salter
H. T. Salter (SEAL)

Louise Vines Salter
Louise Vines Salter (SEAL)

(SEAL)

WITNESS: *John S. Capicelatro*
John S. Capicelatro

THE AMERICAN OIL COMPANY
By *P. A. [Signature]* (SEAL)
VICE PRESIDENT

ATTEST:
[Signature]
Assistant Secretary

ACKNOWLEDGMENTS

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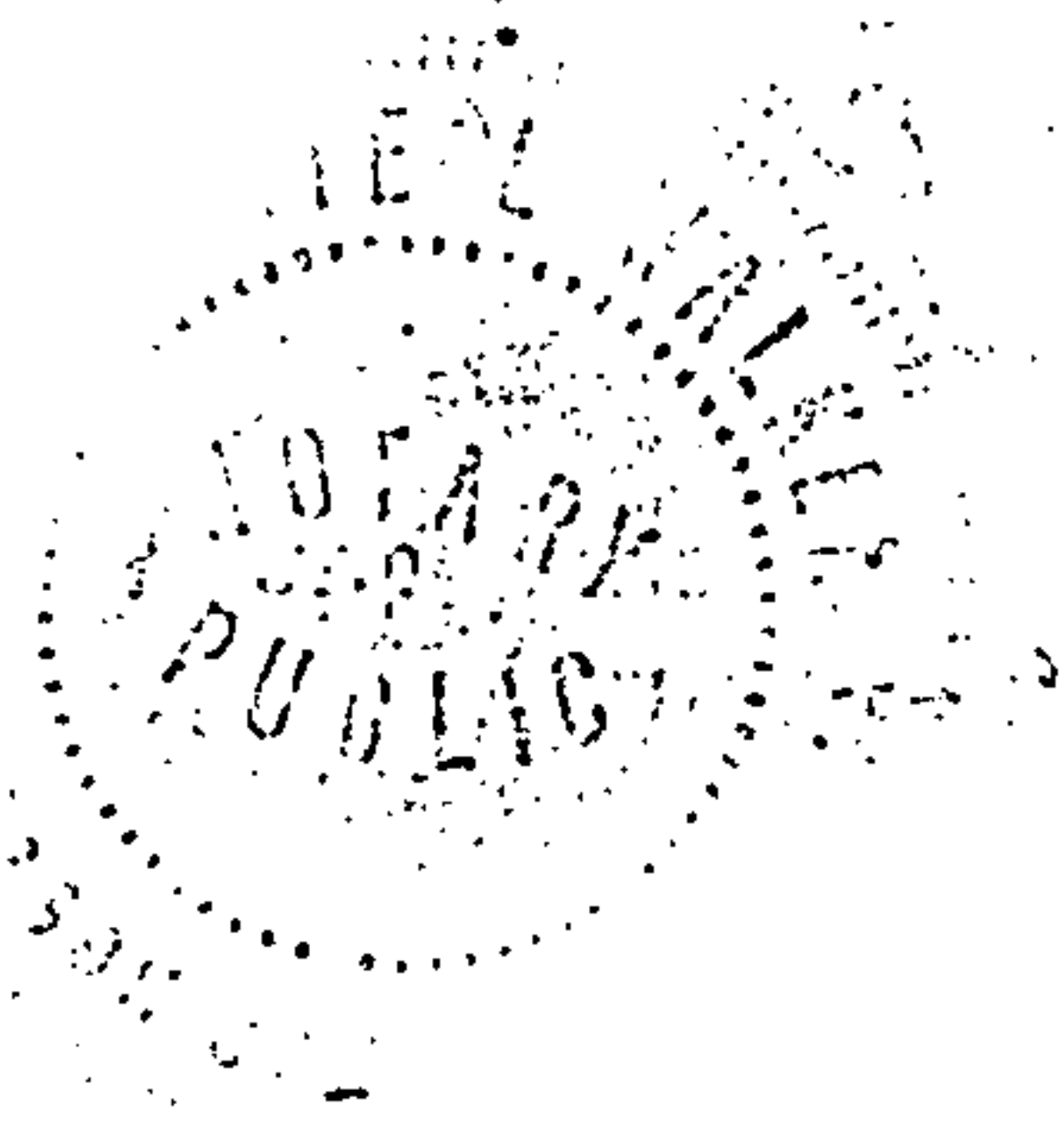
STATE OF ALABAMA, COUNTY OF Jefferson

I, Marguerite L. Walker, hereby certify that H. T. Salter and Louise Vines Salter, husband and wife, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18 day of Nov., 1957.

Marguerite L. Walker
Notary Public

My Commission Expires: Aug. 28, 1959



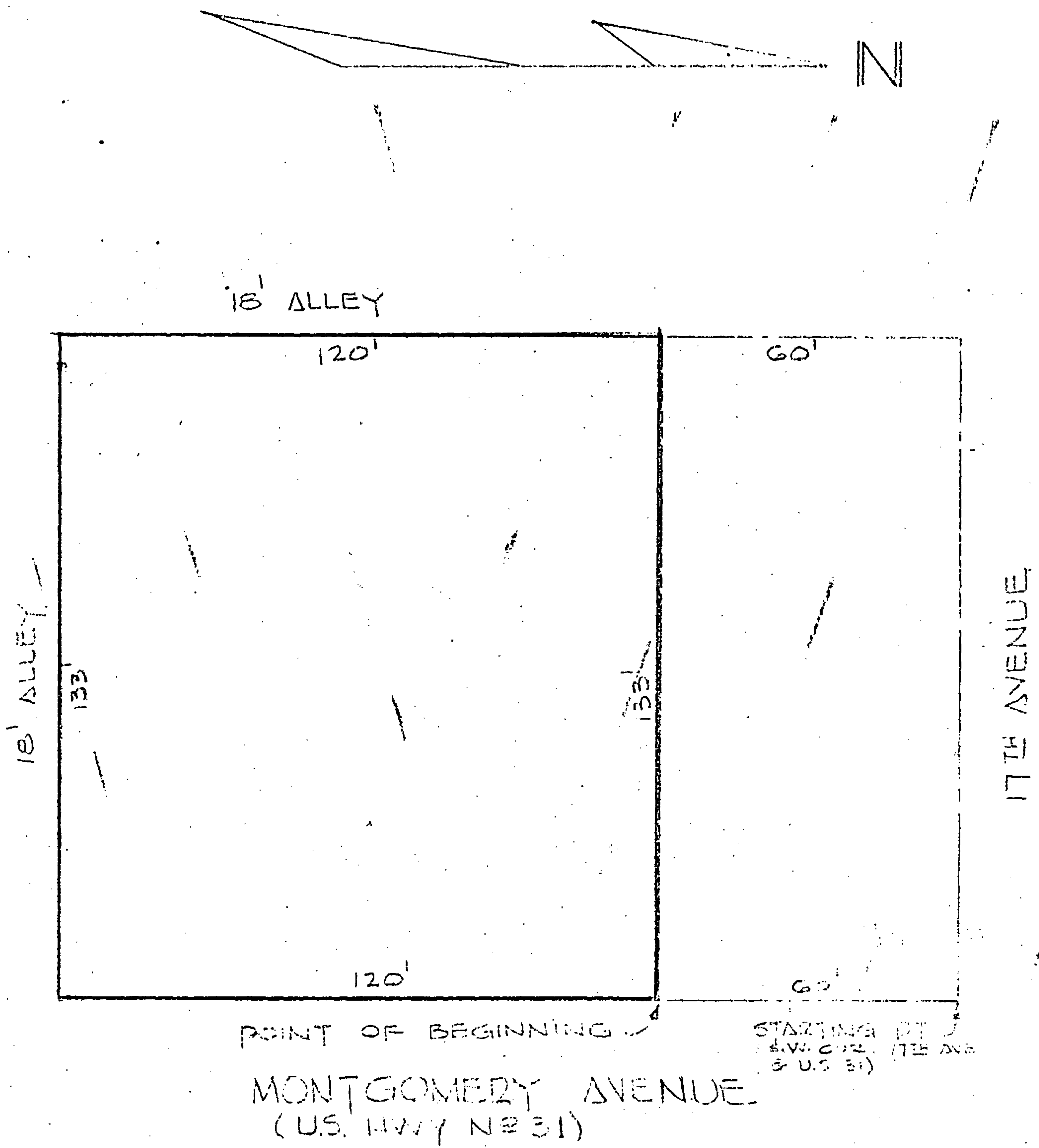
Lease No.

BETWEEN

.....
.....

AND

THE AMERICAN OIL CO.



PROPERTY OF H. T. SALTER
CALERA, ALA.

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within
day of March 1958 at 8 o'clock A.M., and recorded in deed Record 149 Page 116 & examined
3/19/58 and the Mortgage Tax of \$ 5.00 Deed Tax of \$12.00 has been paid.
L. C. Walker Judge of Probate