

1795

Location: U. S. Hwy. 280 and Ala. St. Hwy. 38, near Sterrett, Alabama

THIS INDENTURE OF LEASE, in 7 triplicate, made and entered into this 28th day of May, A. D. 1968 by and between

W. W. LEWIS ENTERPRISES, INC. an Alabama corporation,
(I.R.S. NO. 63-025314)
P.O. Box 487
LEEDS, ALABAMA

party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business as a foreign corporation in the State of Alabama, having its principal business office at 600 Fifth Avenue, New York 20, New York, party of the second part, Lessee;

W I T N E S S E T H:

ARTICLE I.

PREMISES:

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and conditioned on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to-wit:

A piece, parcel or tract of land situate, lying and being in the County of Shelby, State of Alabama, near the City of Sterrett, more particularly described as:

A tract of land located in the SE 1/4 of NE 1/4 of Section 27, Township 19, South, Range 1 West, more particularly described as follows: Commence at the southeast corner of said quarter-quarter section; thence run northerly and along the easterly line of said quarter-quarter section 465 feet to the northwesterly right of way line of U. S. Highway #280, (Alabama State Hwy. #38, formerly known as Ala. St. Hwy. #91) known as Florida Short Route; thence to the left in a southwesterly direction and along said right of way of said highway 200 feet to the point of beginning; thence an angle to the right of 95°39' and run in a northwesterly direction 284 feet; thence an angle of 95°39' to the left in a southwesterly direction and parallel with said right of way of said highway 362 feet; thence run in a southeasterly direction to the point of intersection of the south line of said quarter-quarter section with the northwesterly right of way line of said Highways, U. S. #280 and Ala. St. #38; at an angle of 43°29' a distance of 410.7 feet; run thence in a northeasterly direction along said northwesterly right of way at an angle of 136°31', a distance of 632.0 feet to the point of beginning. Minerals and mining rights excepted;

together with any and all appurtenances thereunto belonging; together with all easements in adjoining and adjacent land used or reasonably

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ARTICLE III.

R E N T A L:

Lessee shall yield and pay as rental for said premises for and during the term of this lease the sum of SIXTY AND NO/100 (\$60.00) DOLLARS per month payable monthly in advance not later than the twentieth day of each and every month.

Said rentals may be paid by Lessee's check, draft or voucher, payable to the order of W. W. LEWIS ENTERPRISES, INC., and mailed to such Payee at P. O. Box 487, Leeds, Alabama, or to such other Payee or address as Lessor may from time to time hereafter designate in writing.

If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

ARTICLE IV.

P E R M I T S:

Lessor shall furnish at its sole cost and expense, the necessary consents and permits, (hereinafter referred to collectively as "permits") required by any governmental authority for the construction and installation of the desired buildings, structures, and improvements, including driveways and approaches over the sidewalks, parkways and curbing, and for installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and

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service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the marketing of automobile tires, accessories, and other merchandise; all, or one or more, branches thereof being the business which Lessee proposes to conduct or cause to be conducted on said premises; Lessee reserving, however, the right to conduct or cause to be conducted thereon any lawful business.

In the event Lessor shall be unable to furnish said permits within fifteen (15) days from the date hereof, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

ARTICLE V.

IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinafter provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "Lessor's Improvements." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water-, gas-, and sewer-lines and -pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease.

In the event Lessee desires to install, prior to the completion of the improvements to be made by Lessor, any equipment, fixtures, or other appliances necessary for the operation of the business to be conducted on said premises, Lessee's representatives or employees shall have the right to enter upon said premises for that purpose, and the presence of any of Lessee's property or representatives upon said premises shall in nowise be construed as constituting acceptance or possession of the premises by Lessee; and Lessee shall have the further right to remove such equipment, fixtures or appliances if, upon completion of the improvements to be made by Lessor as herein provided, such improvements are not satisfactory and acceptable to Lessee.

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ARTICLE VI.

LESSOR'S IMPROVEMENTS:

In addition to the real estate hereinabove described, it is understood that there is now located upon said premises certain property of Lessor described as follows:

BUILDINGS AND YARD IMPROVEMENTS: Two-Stall, DL-2 Type Service Station, Masonry Construction, with Asphalt Driveways and Approaches

PUMPS AND TANKS: 4 - 1000-Gal.U/G Tanks ; 4 - Electric Computer Pumps; 1 - Air Compressor; 1 - Hydraulic Lift.

SIGNS:

FURNITURE:

TOOLS:

MISCELLANEOUS EQUIPMENT:

CERTIFIED AS CORRECT:
W. W. LEWIS ENTERPRISES, INCORPORATED
BY W. W. Lewis
President

[Signature]
For Lessee.

For Lessor.

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ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the buildings, improvements, structures, driveways, and other property hereby leased, and Lessor shall likewise correct any defects in materials and work in the construction of said buildings, improvements, structures and property as and when the same appear, and also at its expense to make any changes or alterations in such buildings, improvements, structures, and property as shall be required by any governmental authority pursuant to any controlling laws and regulations. Should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, or changes or alterations required by governmental authority, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, Lessee may terminate this lease, or may make the required repairs, replacements, changes or alterations, for the account of Lessor as hereinafter provided in the Article entitled, "BREACH OR DEFAULT."

Lessee agrees to return said premises to Lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

ARTICLE VIII.

TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force.

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ARTICLE IX.

LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service, used by it.

ARTICLE X.

LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.

ARTICLE XI.

WARRANTY OF TITLE AND POSSESSION:

Lessor hereby warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased; and further warrants that it will place Lessee in possession of said premises, free from the claims of persons in possession and third persons claiming rights thereto. Lessor agrees with Lessee to reimburse and hold harmless Lessee of and from any damage and expense suffered or incurred by reason of restrictions, encumbrances or defects in Lessor's title or Lessor's breach of the warranties and covenants herein contained.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.

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ARTICLE XII.

LEGAL INTERFERENCE:

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be impaired, denied or prohibited by lawful authority, except for the fault, omission or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or highways or for other public improvements, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; or if access to said premises be restricted or diminished by governmental establishment of one-way traffic, or change of grade on abutting streets or highways; Lessee in any such event shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; or, in the event the happening of any of the foregoing should require physical changes to the improvements or driveways in order to again make the premises tenantable and usable for service station purposes and Lessee does not desire to cancel this lease, Lessor shall make such changes within thirty (30) days after written notice from Lessee so to do, and upon Lessor's failure so to do, Lessee may make such changes for the account of Lessor and Lessor forthwith shall be liable to Lessee for any amounts so expended, in the same manner as provided in Article XVIII hereinafter set forth; and, in the event of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

If a portion of the premises shall be taken as hereinabove provided, for public improvements or otherwise under the right of eminent domain, and Lessee does not elect to cancel and terminate this lease on such account, the rental herein reserved shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from said premises.

Lessor shall not under any circumstances convey any portion of the demised premises to the State of ALABAMA, or any political subdivision or agency thereof, for highway, road or street purposes, without first notifying Lessee in writing of its intention so to do at least ten (10) days prior to Lessor's execution of any such deed of conveyance. Further, Lessor shall notify Lessee immediately upon even entering into any negotiations with said State or any political subdivision or agency thereof, that might culminate in any such conveyance by Lessor of any portion of said demised premises.

ARTICLE XIII.

EXTENSION OPTION:

For the considerations herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for FIVE (5) years beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise of such option at any time during said original term. Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, and covenants herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice shall not be required.

ARTICLE XIV.

PURCHASE OPTION:

For the considerations named in this lease Lessor hereby gives and grants unto Lessee for and during the full period comprising the initial or any extended term of this lease the continuing and indefeasible option of purchasing the demised premises, hereditaments and appurtenances, including all, if any, of Lessor's improvements and property thereon whether real, personal or mixed, free and clear of any and all liens and encumbrances of any kind or nature whatsoever, for the sum of () dollars in cash.

This option may be exercised at any time during said period by notice from Lessee to Lessor and the giving by Lessee of notice of the exercise of this option shall fix and determine as of the date of service of such notice the obligation of Lessee to purchase the demised premises and the obligation of Lessor to sell and convey the same for the sum hereinabove specified. This option shall constitute a covenant running with the land throughout the period above specified and shall be construed to be solely for the benefit of Lessee and to be additional to and independent of any and all other privileges, options of purchase and rights or options of refusal contained in this lease. Neither the fact that Lessee may have, at any time, or from time to time, refused or failed to purchase the demised premises under or pursuant to any purchase refusal option in this lease contained, whether or not Lessor shall have sold the premises to any third party at a greater or lesser price than the option price specified above in this Article, nor any other fact, act or neglect to act shall be effective to defeat Lessee's right of purchasing the demised premises from the present, or any subsequent, Lessor at the option price, and under the terms, stated in this Article. Upon Lessee's giving such notice, Lessor shall comply with the requirements of the second succeeding Article entitled "Conveyance Requirements."

Upon Lessee's giving notice of its exercise of this option, the provisions of Article XV of this lease shall be inoperative and of no force or effect and any rights that Lessor may have theretofore had shall ~~forthwith terminate.~~

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ARTICLE XV

PURCHASE REFUSAL:

The parties hereto have agreed that Lessee should have the prior right to purchase the demised premises throughout the original term and all extended terms hereof on as favorable terms as Lessor may from time to time be willing to sell the same to a third party even though the price at which Lessor may be willing to sell shall be less than that set forth in any purchase option or options for a specific sum which may elsewhere in this lease be granted and then available to Lessee, and that during such original and extended terms hereof such right of refusal in Lessee should co-exist with other options and rights contained herein and should be a continuing one and available to Lessee as often as the present Lessor and any subsequent Lessor shall be willing to sell said premises to any third party. Accordingly, in the event Lessor shall receive from a third party at any time during the original term of this lease or any extension thereof a bona fide offer to purchase the said premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice thereof accompanied by an affidavit setting out the full terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (hereinafter referred to as an "option") of purchasing said premises at such price; such option to be exercised within fifteen (15) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said fifteen-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making said offer, always subject, however, to the provisions of this lease and to the leasehold estate herein granted, including without limitation Lessee's right to receive notice and affidavit of, and to purchase according to, the terms of any future bona fide offer acceptable to the then Lessor of the demised premises and to any and all other or additional purchase options, extension options and to all rights and privileges of Lessee in this lease contained. In the event any such bona fide offer shall cover a tract larger than but including the demised premises, Lessee's right of refusal under this Article shall apply to such larger tract. If Lessee shall fail to avail itself of its prior right to purchase such larger tract whether or not Lessor shall thereafter sell the same to a third party, Lessee shall nevertheless retain its right to receive notice and affidavit of, and prior right to purchase according to, the terms of any and all future or subsequent bona fide offers which may be acceptable to the then Lessor of the demised premises.

ARTICLE XV. (continued)

The provisions of this Article shall be construed to be solely for the benefit of Lessee and to be additional to, independent of, and shall in nowise affect the existence of, any or all other privileges, options or rights of purchase contained in this lease.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

ARTICLE XVI.

CONVEYANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted shall fix and determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within fifteen (15) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government, prepared and issued by a financially responsible title abstract company, showing fee simple title in said premises and appurtenances, including any easements granted hereunder, in Lessor as of a date not earlier than the date of said notice, or a Title Guarantee Policy without exception objectionable to Lessee, issued by a financially responsible title insurance company, acceptable to Lessee. If an abstract is furnished, a reasonable time will be allowed Lessee to examine such abstract. If the abstract or interim title binder does not show fee simple title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee, or its nominee, by General Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging together with any perpetual easements in adjoining or adjacent land necessary for the installation, maintenance, operation and use of sewer, water, gas, power and other utility lines and for driveways and approaches for the use and benefit of the above described parcel of real estate, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract or Title Guarantee Policy, showing fee simple title to said premises in Lessor at the time of delivery of deed. Payment hereunder may be made by Lessee tendering its check, draft or voucher in the amount of the purchase price, and if there be more than one Lessor, tender to any Lessor shall constitute tender to all.

If any personal property shall be included in the option, Lessor shall furnish evidence, satisfactory to Lessee, of Lessor's ownership thereof, and shall convey the same by Bill of Sale with full covenants of warranty.

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ARTICLE XVI. (continued)

Such purchase shall serve to cancel the within lease in all particulars, and if Lessor shall have been paid rents covering a period subsequent to date of delivery of deed, such payment shall be applied on and shall constitute a part of the purchase price of the property conveyed.

If at the time of purchase there shall be a valid mortgage, trust deed, or like encumbrance, or other liens of any kind, against said premises or any part thereof, which cannot be then paid and satisfied without payment of penalty or bonus, the amount of indebtedness evidenced by such instrument shall be withheld by Lessee from the purchase price and conveyance shall be made subject to said indebtedness.

Partial or total destruction of the premises without fault of Lessee, or the happening of any event described in Article XII hereof entitled "LEGAL INTERFERENCE", after the exercise by Lessee of the Purchase Option, if any, or Purchase Refusal herein, shall, at Lessee's election, excuse Lessee's performance of the contract formed by the exercise of either of said options, it being understood that Lessee's election shall not limit Lessee's rights under this lease.

ARTICLE XVII.

REMOVAL OF LESSEE'S PROPERTY:

On the termination of this lease by lapse of time or in any other manner, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all buildings, structures, improvements, money safes or chests, equipment, appliances, and other property of whatsoever nature placed or owned by it thereon, and after such removal shall restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee restoring Lessor's altered property to the condition in which it was prior to Lessee's work thereon.

ARTICLE XVIII.

BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of thirty (30) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies

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ARTICLE XVIII. (continued)

now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of thirty (30) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required of Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs, replacements, changes or alterations, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

ARTICLE XIX.

CONTINUITY:

This agreement and each and all of the covenants, obligations, and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor", if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

ARTICLE XX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered or certified mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument, or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed shall be treated as the date of service. Such notice also may be served on Lessor in person or on an officer or manager of Lessee. If there be more than one Lessor, notice to any one of them shall constitute notice to all, and notice from any one of them shall constitute notice from all.

ARTICLE XXIV.

TITLE EXAMINATION:

Lessor, free of expense to Lessee, shall furnish to Lessee a leasehold title insurance policy, issued by a financially responsible title insurance company, acceptable to Lessee, in an amount equal to the aggregate of the rental to be paid during the first ten years of the term of this lease, insuring Lessee against loss or damage which Lessee may sustain by reason of any defects in Lessor's title or because of liens or encumbrances charging the same, as of the date of such title policy, subject only to the title insurance company's usual policy exceptions against which it does not insure.

Lessor shall make application to such title insurance company in the name of Lessee and shall furnish or cause to be furnished to Lessee within a reasonable time after the execution of this lease (not to exceed thirty days) an interim title binder of such title insurance company setting out the condition of Lessor's title.

Lessor shall remove any liens, encumbrances, defects and objections shown by such title binder within ninety (90) days after notice from Lessee to Lessor of such title defects unless the time therefor shall be by Lessee extended, and in the event such liens, encumbrances, defects and objections be not cured within said ninety (90) day period, or extended period if granted, Lessee may elect to accept title as disclosed by said binder. In the event Lessor shall fail to cure said liens, encumbrances, defects and objections disclosed by said binder and Lessee shall not elect to accept the same, then Lessee shall have the right to cancel and terminate this lease and the same shall become null and void.

Lessee is not obligated to make any payment of rent hereunder until such time as it shall have been satisfied as to Lessor's title in the manner first provided in this Article and it is understood that any payment of rent made by Lessee prior to Lessee's acceptance of the title shall not be construed as a waiver of any of its rights under this Article or this lease.

STATE OF ALABAMA }
COUNTY OF SHELBY } SS.

I, William B. Parks, a Notary Public, in and for said County in said State, hereby certify that W.W. Lewis whose name as President of W. W. LEWIS ENTERPRISES, INCORPORATED, a corporation, is signed to the foregoing 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 and seal of office this 28 day of May, 1963.

William B. Parks
NOTARY PUBLIC

My commission expires:
Feb. 11, 1967



STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

I, Albert V. Nolan, a Notary Public in and for said County in said State, hereby certify that R. J. COTTER whose name as Vice President of SINCLAIR REFINING COMPANY, a corporation, is signed to the foregoing 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 and seal of office this 5th day of June, 1963.

Albert V. Nolan
NOTARY PUBLIC

My commission expires:
ALBERT V. NOLAN
Notary Public, State of New York
#33-8152609 - Qual. in Nassau Co.
Cert. filed with N. Y. Co. Clerk
Term Expires March 30, 1964

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 AM
6-28 1963
RECORDED & \$50 MTG. TAX
& \$650 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Charles M. Fowler
JUDGE OF PROBATE

