

CANCELLATION AGREEMENT

THIS AGREEMENT, made and entered into this the 20TH day of JUNE, 1968, by and between C. P. WALKER, and ANN L. WALKER, his wife, of P. O. Box 188, Alabaster, Alabama, hereinafter referred to as Lessors, and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business as a foreign corporation in the State of Georgia, having its principal business office at 600 Fifth Avenue, New York, New York, hereinafter referred to as Lessee:

W I T N E S S E T H:

THAT, WHEREAS, under date of May 10, 1957, O. C. FARRIS and CLARICE FARRIS, his wife, of Calera, Alabama, as Lessors, executed and delivered to Lessee a certain lease agreement covering all of that certain tract and parcel of land on U. S. Highway #31 in the town of Calera, County of Shelby, State of Alabama, together with the oil and gasoline service station building and other improvements to be erected and placed thereon, which said lease is recorded in Deed Book 188, Page 157, Office of the Judge of Probate of Shelby County, Alabama, said lease being for a term of Ten (10) years, beginning on September 8, 1958, the commencement date of the term set forth in an agreement entered into by and between the parties of said lease under date of September 17, 1958, as recorded in Deed Book 196, Page 23, Office of the Judge of Probate, as aforesaid, and reference to which said lease is hereby made for a complete description of the real estate and improvements covered thereby; and

WHEREAS, by Deed dated January 2, 1962, recorded in Deed Book 220, Page 511, Office of the Judge of Probate, as aforesaid, the said O. C. Farris and Clarice Farris, his wife, sold and conveyed said premises unto C. P. Walker of Alabaster, Alabama; and

WHEREAS, the parties hereto are desirous of terminating and cancelling said lease on the terms and conditions hereinafter set out;

NOW, THEREFORE, in consideration of the premises, the sum of FIVE HUNDRED SIXTY-FIVE AND 81/100 (\$565.81) DOLLARS, cash in hand paid to Lessors, by Lessee, the receipt of which is hereby acknowledged by Lessors, and for other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. That said lease be and the same is hereby and all things cancelled and terminated effective as of the close of

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business on May 31, 1968, and each of the parties hereto be and they are hereby released of and from any and all obligations therein imposed, it being understood and agreed, however, that Lessee shall have the right to remove from said premises within a reasonable time after the date hereof any of its oil and gasoline marketing equipment thereon, which is not hereinafter conveyed; and

2. For the considerations aforesaid and as situate and installed on the leased premises above described, Lessee does hereby bargain, assign and sell unto Lessors all of Lessee's right, title and interest in and to the equipment described as follows:

- Three (3) 3,000 gallon underground tanks
- One (1) 550 gallon underground tanks
- One (1) Rotary Drive on Lift Ser. #43634

in their present condition without any warranty of any kind (except warranty of title), and the title to which said equipment is hereby accepted by Lessors.

WITNESS the hands and seals of the parties hereto respectively witnessed or attested this the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
 As to Lessors

[Signature] (SEAL)
 C. P. Walker
[Signature] (SEAL)
 Ann L. Walker

LESSORS

SINCLAIR REFINING COMPANY

(SEAL)

By [Signature]
Vice President

ATTEST:

[Signature]
 Assistant Secretary

LESSEE

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STATE OF ALABAMA)
)
COUNTY OF Shelby) SS

Deputy Circuit Clerk of Circuit Court of
Shelby County, Alabama

Personally appeared before me, ~~a Notary Public~~, the within
named C. P. WALKER and ANN L. WALKER, his wife, who acknowledged
that they signed and delivered the foregoing instrument on the day
and year therein mentioned.

Given under my hand and seal of office on this 22 day
of July, 1968.

My Commission Expires:

By Agreement

STATE OF GEORGIA)
) SS
COUNTY OF DEKALB)

Personally appeared before me, the undersigned authority in
and for said county and state, the within named E. W. GRISCOM, a Vice
President, and J. P. McCARLEY, an Assistant Secretary, of SINCLAIR
REFINING COMPANY, a Maine corporation, who acknowledged that they
signed, sealed and delivered the above and foregoing instrument on
the day and year therein mentioned and as the act and deed of said
corporation.

Given under my hand and seal of office on this 20 day
of June, 1968.

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires Jan. 15, 1972

Alvin O. [Signature]
Notary Public
Deputy Clerk, Circuit Court of Shelby Co., Ala.
STATE OF ALA. SHELBY CO.
IDENTIFY THIS
INSTRUMENT W/ASE FILED
1968 JUL 23 PM 10:01
J.C.C. FILE NUMBER GR
BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROPRTE
[Signature]

[Signature]
Notary Public

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