

LEASE

THIS INDENTURE made this 1st. day of Aug. 1927 by and between Columbiana Ice & Water Co. of Columbiana, Ala. first party, and Pan American Petroleum Corporation, a Delaware Corporation second party, witnesseth:

That in consideration of the mutual covenants and agreements hereinafter set forth, first party hereby leases to second party the following described premises, situated in the County of Shelby and State of Alabama to-wit:

A gasoline service station located in Columbiana, Ala. parts of lots 43 and 44 in the City of Columbiana, Ala. gasoline service station of party of the first part being located thereon, together with all equipment thereon or connected therewith and now owned and operated by first party as a filling station, from the 1st. day of August 1927, to the 1st. day of August 1930, for a rental at the rate of One Hundred Eighty Dollars (\$180.00) per annum, payable in equal monthly installments at the end of each month; second party reserving the right to terminate this lease at any time by giving the first party ten days written notice of its intention to so terminate said lease.

First party further covenants and agrees as follows:

1. That during the term of said lease, he will pay all general and special taxes and any water, light or heat taxes or expenses that may be levied and assessed against said premises, or property owned by him located thereon, and will keep said premises at all times in good repair.
 2. That at the expiration of this lease by lapse of time or otherwise, second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises any equipment by it at any time placed thereon.
 3. That he will replace at his own expense any equipment which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed through no fault of second party.
1. To pay rental for said premises as above specified.
 2. To pay all taxes levied or assessed upon property owned by it located upon said premises.
 3. That at the expiration of this lease second party will return first party the premises and equipment thereon other than equipment placed thereon by it in as good condition as at the date hereof, ordinary wear and tear excepted.

It is mutually agreed:

1. That in the event of the above premises being rendered unfit for occupancy by

fire, storm or from any other cause, the rental named in this lease to be paid shall cease until such time as the said property is again put into satisfactory condition for occupancy at the expense of first party, which first party agrees to do forthwith after said premises have been rendered untenable as aforesaid.

2. That all notices given under this lease shall be deemed to be properly served if delivered in writing personally or sent by registered mail to the lessor at the last address where rent was paid, or the lessee at its office in New Orleans Louisiana. Date of service of a notice served by mail shall be the date on which such notice is deposited in a United States Post Office or letter box.

In witness whereof, first party has hereunto set his hand and seal and second party has caused this instrument to be executed the day and year first above written.

C. R. Tinney (Seal)
first party

Witness:
J. Nacoll

Pan American Petroleum Corporation
G. W. Whelan-Vice President

Authorized Agent's Agreement

It is hereby agreed between Pan American Petroleum Corporation, a Delaware Corporation, first party and Columbiana Ice & Water Company Second party, that second party shall act as authorized agent for first party at Service Station located at Columbiana Ala.

1. Second party shall give his time and best efforts to said business and shall operate said filling station in compliance with the rules and regulations of first party and in a manner satisfactory to first party.

2 First party shall keep said station fully supplied with gasoline which second party shall sell for cash for the account of first party, remitting to first party for proceeds therefrom at the time of each delivery.

3. Second party shall have the right to handle and deal in petroleum products other than gasoline on said premises for his own account and second party shall have the privilege of handling and dealing in automobile accessories but shall not permit said business to interfere with his duties under this agreement.

4. In consideration of said services, first party agrees to pay second party, a commission of three cents (3¢) per gallon on all gasoline sold by second party, for first party at said filling station, such payments to be made at time of each delivery.

5. This agreement shall continue as long as first party operates its gasoline filling station at said location, but not beyond Aug. 1st. 1930.

Dated this 1st. day of August, 1927.

Pan American Petroleum Corporation
By J. McCrary Manager

C. R. Tinney

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, L. B. Riddle Judge of Probate hereby certify that the within lease was filed in this office for record Dec. 15th 1927 at 3 oclock P.M. and recorded in Deed record 85 page 197 and examined,

L. B. Riddle -- Judge of Probate