LEASE

THIS INDENTURE made this 6th day of December, 1929 by and between W. H. Chapman of Columbiana Alabama, first party, and Pan American Petroleum Corporation, a Delaware corporation, second party,

WITNESSETH, that in consideration of the covenants and agreements of the second party hereinafter set forth, said first party hereby leases tosaid second party, the following described premises, situated in the County of Shelby, and State of Alabama to-wit: "hat is known as the Verchot Garage in the town of Golumbiana, Alabama, and which is situated upon property or land described in the deed of W.T. Hand, as ecutor of the last Wil and Testament of Sallie Moore, deceased, to C.R. Tinney dated January 17th, 1924, and recorded in the Probate Office of helby County Alabama, in deed book 75 at page 85, and which property is now owned by Lavonia Gordon and Pearl $^{
m F}$ riedberger. (Subject to all and singular the provisions and terms of lease contract covering said property executed by Lavonia Gordon and Pearl Friedberger to W. H. Chapman of date December 6th 1929. aid last named lease was made to ".H. Chapman, and C.R. Tinney and not to W. H. Chapman alone.) together with all equipment thereon or connected therewith, and now owned (leased) and operated by said first party as a filling station from the 6th day of December, 1929 to the 5th day of December 1930, at a monthly rental of a sum equal to one cent for each gallon of Pan Am Gasoline and Pan Am Ethyl gasoline sold by second party at said pemises during the prededing month, payable on the tenth day of each month during the term, except that the rental for the first month, of the term shallbe paid on the tenth day of the following month, based upon the gallonage of the first month, by check delivered or mailed to first party, his personal representative or assigns at No. Street, Lity of Columbiana, State of A, abama unless and until first party shall have notified second party in writing to pay said rent at a different address. Second party reserves the right to terminate this lease at any time by giving to first party 30 days written notice of its intention to so terminate said lease. Second party may credit said rent against any sums owing by first party to it, and notice of such credit shall constitute payment hereunder. Second party will use its best efforts to increase the sale of gasoline at said premises,

In consideration of the foregoing, first party hereby sets over and assigns, unto second party, first party's licenses, consents and permits to maintain and operate a gasoline filling statum on the above described premises, such assignment to be effective only during the terms of this lease, and all renewals and extensions thereof.

And said 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 assessments that may be levied or assessed against said premises and /or property owned by him located thereon; and will also pay any and all license fees, occupation taxes and other taxes, impositions and charges levied against or imposed upon the business conducted on the demised premises and/or the equipment located thereon.
- 2. That all buildings, structires, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second party, whether or not embodied in the soil or affixed to the realty, shall, remain the sole property of second party and at the expiration of this lease by lapse of time or otherwise, said 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 b it at any time placed thereon.

- 3. First party agrees to replace at his own expense any equipment owned by him which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed through no fault of second party.
- 4. If first party is not the owner of the demised premises and shalldefault in the pay ment of any rent due first party's landlord, second party may, at its option, pay said rent to first party's landlord and the amount or amounts so paid shallbe credited upon the rent herein reserved to the same extent as if said sum or sums had been paid to first party.
- That second party shall have and is hereby given, the privilege of extending this lease for a period of no renewal () years from the date of its expiration under the same terms and conditions as herein specified. Second party shall have the privilege of purchasing said premises and equipment thereof, or pertaining thereto at any time prior to the expiration of this lease or any renewal thereof for the sum of No option Dollars (\$) provided said second party shall give said rirst party notice in writing of its election to exercise said option of pruchase, at least thirty (30) days prior to the expiration of said lease, and any renewal the reof and no option wife of said furst party, joins in this option of purchase and agrees in event of the exercise of the said option of purchase by said second party, to join said first party in the execution of a proper deed of conveyance and said first party agrees that if said option of purchase is exercise, he will convey a merchantable title to said real estate by good and sufficient warranty deed, with release of dower, homestead, or other rights of his wife, and free from allencumbrances, what soever, and willfurnish a merchantable abstract sho ing merchantable title to said land in said first party, free from all liens and encumbrances, brought down to the date of conveyance.
- 6. That second party shall have the right to sublet the premises or any part thereof.

 In consideration of the covenants and agreements by said first party to be kept
 and performed said second party covenants and agrees as follows:
- 1. To pay rental for said premises as above specified.
- 2. To pay all taxes levied or assessed upon property belonging to it upon said premises.
- That at the expiration of said least said second party will return to said first party the premises and equipment thereon, others than equopment placed thereon by it, in as good condition as at the date hereof, ordinary wear and tear and damage or destruction without fault of second party excepted.

It is mutually agreed that in the event of the above premises being rendered unfit for occupancy by fire, storm or from any other cause, the rental named inthis 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 untenantable as aforesaid.

In the event that second party shall be indefault in the payment of renthhereunder or otherwise and such default shall continue for a period of thirty days after notice inwriting from first party of such default, first party may terminate this lease and repossess the premises.

It is further understood and agreed 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 furst party at the last address where rent was paid, or to second party, as its district office in _____, date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States post office department.

IN WITNESS WHEREOF the said first part hereunto set his hand and seal and the said second party has caused this instrument to be executed the day and year first above written.

W. H. Chapman (Seal)

Pan American Petroleum Corporation $\mathbf{B}_{\mathbf{y}}$ G.M.Whelan

THE STATE OF ALABAMA SHELBY COUNTY

I, L. H.E, lis, a Notary Public in and for said County in said State, do hereby celtify that W. H. Chapman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this this the 23rd day of January, 1930. L.H.Ellis--Notary Public

CONSENT OF OWNER

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees withsaid Pan Emerican Fetroleum Crporation that it may enter the hereinabove demised premises, and remove therefrom any and all pumps, tanks and equipment placed thereon by the said Pan American Petroleum orporation, at any time within thirty (30) days after the expiration or prior termination of the undersigned's lease with the aforesaid party of the first part. The undersigned further agrees that if the saidparty of the first part shall default in the payment of the rent reserved in his lease with the undersigned the said Pan American Petroleum orporation may at its option pay said rent and will thereupon succeed to the rights of the said party of the first part inthe demised premises to the same extent as if the saidparty of the first part had assigned his lease to the said Pan "merican Petroleum Corporation.

Lavonia Gordon (Seal) Pearle Friedberger (Seal) Leo Friêdberger (Seal) STATE OF ALABAMA Harry Gordon (Seal) SHELBY C OUNTY

a Notary Public in and for said County in said State hereby certify that Pearl riedberger and husband beo Friedberger and Lavonia G rdon and husband Harry Gordon, whose names are signed to the foregoing agreement and who are kno n to me acknowledged before me on this day that being infor ed of the contents of the agreement they executed the same voluntarily on the day the /same.bears dat'e,

Given under my hand and seal of office this the 23rd day of January 1930.

L.H.Ellis--Notary Public

Approved: A.E. Ralston Sales Lloyd J.Cobb Legal STATE OF A LABAMA

SHELBY COUNTY

I hereby certify that the within Rease was filed in thi office for record March 18th 1930 at 9 oclock A.M. and recorded in Deed record 91 page 91 and examined Cage Head--Judge of Probate No tax due