This lease made and entered into this 30th day of September, A.D., 1936, between Lavonia Gordon & Pearle Friedberger of Columbiana, Alabama herein called Lessor, party of the first part, and PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, herein called Lessee, party of the second part, WITNESSETH:

The parties hereto for the considerations hereinafter mentioned agree as follows:

(1) The Lessor hereby leseases to the Lesdee, its successors, sub-lessees and assigns the following described premises situated in the County of Shelby State of Alabama. to-wit:

One Brick drive-in service station building complete with concrete drive-ways etc., being further described as follows:-

Located in the Town of Columbiana on South Court Street, (Calera Highway)
Beginning at the Southeast corner of the SE½ Sec. 26, Township 21, Range 1 West,
Shelby County, Alabama., thence North 65 degrees West 705' to the NE corner of
the south end of lot No. 30 as per W. J. Horsleys map of Columbiana, thence North
72 degrees West 100' to Alley, thence South three degrees East 230' to point West
side of L & N station, thence North 20 degrees East 218' to point of beginning.
said lot being South point of lot No. 30 and in South part of SE½ of NE½ of Sec. 26,
Towhship 21 Range 1 West, situated in Columbiana, Shelby County, Alabama.

- (2) This lease shall extend for a period of One years, commencing on the First day of November A.D., 1936, ending on the 31st day of October, A.D., 1937.
- (3) The Lessee will  $p_{ay}$  as rent to the Lessor the sum of Three hundred (\$300.00) dollar per annum, payable in twelve (12) equal monthly installments of Twenty-Five (\$25.00) dollars each at the end of each month,
- (4) The Lessee shall have the privilege of renewing this lease for a period of Two years from its expiration at a rental of Three Hundred (\$300.00) dollars per annum, and other wise upon the terms and conditions herein specified, by giving to the Lessors at least thirty (30) days prior to the expiration of this lease written notice of its intention to renew the same.
- (5) The Lessee shall have the privilege of purchasing the leased premises for the sum of No Option No Option dollars (\$--), by giving to the Lessor at any time prior to the expiration of the term of this lease or af any renewal hereof written notice of its election to do so; and wife of said Lessor joins in this option, and in case Lessee shall exercise the same agrees to join the Lessor in the execution of a proper deed of conveyance.

In the event this option is exercised the Lessor will convey a merchantable title to said premises by good and sufficient warranty deed with a release of dower, homestead or other rights of the wife of the Lessor and free from all encumbrances whatsoever, and will furnish a merchantable abstract showing a merchantable title to said premises in the Lessor free from all liens and encumbrances.

- (6) The Lessor shall pay all taxes and assessments that may be levied against the above described premises, and the Lessee shall pay all taxes that may be levied or assessed against the improvements erected by the Lessee thereon.
- (7) The Lessor further covenants what he will warrant and defend the Lessee in the quiet enjoyment of the leased premises during the term of this lease, or of any extension hereof.
- (8) The Lessee shall have the privilege of using said premises for the purpose of operating thereona Gasoline Service Station and shall have the right to erect on said premises or make arrangements with thrid persons to erect thereon, such building or buildings, driveways, curbing and other equipment that shall be necessary for the proper use of said premises for the aforesaid purpose, and in case the Lessee shall be unable to obtain from the proper authorities, municipal, state or otherwise, permit or permits to operate the Gasoline Service Station as aforesaid upon such said premises, or in case such permit or permits of obtained shall be thereafter revoked without fault of the Lessee, or should the operation of said premises for the purposes intended be prohibited or be so restricted by the enactment of any state or municipal law or ordinance or by legal proceedings in such manner as to make the operation thereof unprofitable, then the Lessee shallhave the right to terminate this lease by giveng ten (10) days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder. In the event Lessee is deprived of the use of said property as a gasoline service station by reason of any federal, state or local governmental action all rentals due hereunder shall be abated during the entire period of such deprivation of use.
- (9) The Lessee shall have the privilege of removing from the leased premises at any time within thirty (30) days after the expiration of this lease or of any renewal hereof, any buildings, structures, tanks or other improvements or equipment at any time placed or erected by the Lessee, or by third persons acting under arrangements with the Lessee, upon the leased premises.
- (10) All notices required or permited to be given by this lease shall be deemed to be property given if delivered in writing personally, or sent by registered mail to the Lessor at the last address where rent hereunder was payable, or to the Lessee at its office in New Orleans, Louisiana. The date of the giving of such notice shall be the date of which such notice shall have been deposited in a Bost Office or regular letter box of the United States Post Office Department.
- (11) This lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

## Further terms and conditions:

(12) If this lease is renewed for two additional years as provided for in Article #4, the Lessee agrees that in addition to the monthly rental of twenty five dollars as stipulated in said Article #4, the amount of one cent per gallon on gasoline sales in excess of twenty five hundred gallons per month will be paid to the Lessor, such payment to be based on the premious month's sales and to be paid on the tenth day of the month following the month in which sales were made, but in no event shall the rental to be paid by the Lessee exceed forty dollars during any one month.

Witness the seals and signatures of the parties as of the day and year first above written.

Witnesses:

W. S. Eybanks Robt. S. Noble Lavonia Gordon (Seal)

(Seal) Pearle Friedberger

PAN AMERICAN PETROLEUM CORPORATION,

By A. S. Ralston, Vise-President

EL

State of Alabama
County of Shelby SS. County of Shelby SS:

Personally appeared before me, C. T. Weldon, Clerk Circuit Court, Shelby County, Alabama, in and for said County and \_\_\_\_\_ and \_\_\_\_ his wife, known to me to be the parties who executed the foregoing instrument and ackowledged that they executed the same as their free and voluntary act for the uses and purposes therein set forth; and the said -----on a private examination before me, she being separate and apart from her said husband, acknowledged that she executed the same freely and voluntarily and without any compulsion, constraint, apprehenshon or fear of or from her said husband.

Given under by hand and notarial seal this 1st day of Oct. A. D., 1936,

C. T. Weldon, Clerk Ciumuit Court, Shelby County, Alabama.

## OWNER'S CONSENT CLAUSE

(The following clasue must be executed in all cases where Lessor or Lessors named in lease are not the legal owner or owners, but only in such cases.)

As owner of the fee title to the premises described in the within lease, I hereby consent to the same and agree to all the terms and conditions thereof.

Approved as to Form:

Lloyd J. Cobb. Attorney for Pan American Petroleum Copra-

Filed for record in this office the 2nd day of November, 1936 at 4:30 PM and recorded in Deed Record #101, and on page 383, and examined.

L. C. Walker, Judge of Probate, Shelby County, Alabama

STATE OF ALABAMA Similary Charles

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