THIS LEASE MADE AND ENTERED INTO THIS 19th day of April, A. D., 1937, between Ernest E. Lackey of Sterrett, R. F. D, 1, Ala., 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 heretoffor the considerations hereinafter mentioned agree as follows:

(1) The Lessor hereby leases to the Lessee, its successors, sub-leasees and assigns the following described premises situated in the County of Shelby State of Alabama to-wit:

One service station, complete with all necessary driveways, located on that certain parcel of land more fully described as follows: Thirty (30) acres in the Southeast & of the Southeast & of Section 20, Township 19, Range 1 West, The above being all of the Southeast & of the Southeast & of Section 20, Township 19, Range 1 West except the Northwest 10 (Ten) acres. The above property lying and being situated in Shelby County, Alabama.

- (2) This lease shall extend for a period of Five years, commencing on the First day of May, A. D. 1937, ending on the Last day of April A. D. 1942.
- (3) The Lessee will pay as rent to the Lessor the sum of One hundred twenty-dollars per annum, payable in twelve (12) equal monthly installments of Ten Dollars each at the end of each month, said Lessee reserving the right to terminate this lease at any time by giving the Lessor thirty days notice in writing of its intention to so terminate said lease.
- (4) The Lessee shall have the privilege of renewing this lease for a period of Five years from its expiration at a rental of One hundred twenty dollars per annum, and otherwise upon the terms and conditions herein specified, by giving to the Lesser 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 None Dollars, (\$none) 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 that 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.

(&) The Lessee shall have the privilege of using said premises for the purpose of operating thereon a Gasoline Service Station and shall have the right to erect on said premises, or make arrangements with third persons to erect thereon, such building or buildings, drive-ways, 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 pperate the Gasoline Serive Stateon as aforesaid upon such said premises, or in case such permit or permits if 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, shall have the right to terminate this lease by giving 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 permitted to be given by this lease shall be deemed to be properly 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 natice shall be the date of which such notice shall have been deposited in a Privilege Tax

(11) This lease shall bind and their res

pective heirs, personal representatives, successors and assigns. Further terms and conditions:

(\$10.00) stipulated in paragraph #3, the application to the monthly rental of Ten dollars to the station in excess of one thousand (1,000) gallons per month will be paid to the said Lessor, such payment to be based on the previous months sales and to be paid on the tenth (10th) day of the month following the month in which sales were made.

(13) If this lease is renewed for five additional years as provided for in Article Four, the Lessee agrees test in addition to the monthly rental of Ten Dollars (\$10.00) as stipulated in Article Four, the amount of one cent (16) per gallon on gasoline sales to the station in excess of One Thousand Gallons per month will be paid to the Lessor, such payment to be based on the previous month's sales and to be paid on or about the tenth (10th) day of the month following the month in which such sales were made

following the month in which such sales were made.

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

C. A. Lanier

Robt. S. Noble

State of Alabama, County of Shelby) SS.

Personally appeared before me L. H. Ellis, a Notary Public in and for said County, Ernest

Lockey Who is known to me to be the partitions are to be th

E. Lackey, who is known to me to be the party who executed the foregoing instrument, and acknowledged that he executed the same as his fred and voluntary act for the uses and purposes therein set forth;

Given under by hand and notarial seal this 20th day of April, A.D. 1937.

My Commission expires Jan. 1939

L. H. Ellis, Notary Public

Approved as to Form: Herman M. Baginsky, Attorney for Pan American

Filed 6-11-37 - 11:30 AM. L. C.W. J. of P. Petroleum Corporation.