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Lease
This lease made Aug 30 1938, by and between E P Givhan and Frances L Givhan, whose address is
Montevallo Alabama, Lessor, and Pan American Petroleum Corporation, a Delware corporation, with
its principal office at 944 St Charles Ave., New Orleans, La, Lessee;
                     Witnesseth:
1. Testor hereby demises and leases to he Tessee, its successors, and assigns, the following
described premises situated in the Town of Calera, County of Shelby State of Alabama, to-wit:
               Beginning at a point on Montgomery Avenue 60 feet South of the Southwest
intersection of Montgomery Avenue and 17th Avenue and running in a westerly direction 50 feet, thence in
a Southernly direction 70 feet, thence in a Westerly direction 83 feet to the East side of an
alley, thence in a Southerly direction 50 feet along the East side of alley; thence in an
Easterly direction 133 feet to a point on the West side of Montgomery Avenue; thence in a Northerly
direction 120 feet along the "est side of Montgomery Avenue to the point of beginning.
Being further described as follows: The above property is a part of Lots #403 and 404 of the
Shelby Lime Company, allotment of land in the Village of Calera, Alabama, as shown on map commonly
known as N. B. Pare map of Calera, situated in Shelby County, Alabama.
             The lessor reserves the privilege of maintaining a three ffot walkway, as entrance
to house, adjoining and parallel to the North boundary on the above described property.
If the said premises are improved, this lease includes the buildings, fixtures, equipment, machinery
and appliances owned or controlled by the Lessor and located thereon.
          To have and to hold unto the Lessee for the term of Five years, commenting on the 1st
day of October, 1938, and anding on the 50th day of September 1943.,
2. Lessee agrees to pay to the Lessor as rentain for the above desctibed premises, builldings,
fixtures, equipment, machinery, and appliances (if any be included) the amounts shown in
clause "A" , Clause "B", or any combination thereof, as indicated below, inapplicable rental
provisions having been stricken before the execution of this lease.
               "A" Cash monthly rental of Bixty dollars ($60.00) for each month of the term
hereof.
                "C" Cash monthly rental as provided for in Clause' "Z" and in addition thereto
a gallonage rental equal to Une cent (1) per gallon on each of every gallon of gasoline ih excess of
6000 gallons delivered to such service station for sale during each monthly period of this
lease. All rental herein provided for shall be payable on or about the tenth day of the succeeding
calender month. All rental payments may be made by check delivered to Lessor or mailed th
Lessor at the address herein shown.
3. In consideration of the foregoing, Lessor hereby sets over and assigns unto Lessee, Leskors
licenses, consents and permits to maintain and operate a gasoline filling tstion on the abbve
described property; such assignment to be effective only during the term of this lease, and all re-
newals and extensions thereof.
4. At the expiration or termination of this lease by lapse of time or otherwise, Lessee 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 improvements or equipment heretofore or hereafter
purchased or placed by it or by third personsacting under arragements with it upon the leased premises.
5. Lessor will keep the building, the water pipes, drains and sewers appurtenant thereto and all of
Lessor's equipment on the demised premises in good and sufficient condition and repaid during
the whole of the term hereof. Lessee shall have the right to paint the entire building but shall not be
obliged to do so.
6. Lessee shall have the option of extending this lease as hereinafter probided, upon the same
terms and conditions which were in effect during the original term. The period or periods of
such extention shall be in accordance with either one of the following two clauses, the imagnlicable clause h
having been stricken before the execution of this lease:
 1. a period of five years from the expiration of the original term hereof.
   The rental to be paid by the Lessee during said extention period or periods shall be the
sums shown in Clause "A" Claude "B", Clause "C" or any condination thereof as indicated below,
inapplicable rental provisions having been striken before the execution hereof;
   "A" Cash monthly rental for each month of Sixty -- ($60.00) dollars
   "C" Cash monthly rental as provided for in Clause "A" in addition thereto a gollanage rental equal
to one cent (1) per gallon on each and every gallon of gasoline in excess of 6000 gallons delivered
to such service station for sale during each monthly period.
    Lessee shall give Lessor written notice of its intention to exercise its extension prividege
at least hhirty (30) days prior tothe expiration of the original term hereof, and if said extention
privilege is for successive periods of one year each as provided in Clause 11 of this paragraph
6. This 1x6. Lessee shall give Lessor a like written notice at least thirty (30) days prior to the
expiration of the then current yearly period, of its intention to extend this Lease for and during the
next succeeding yearly period. Time and mannersof making rental payments during any such extension
shall be the same as provided for during the original term hereof.
8. It is mutually agreed that if the Leased premises are damaged by kire, storm, or from any other cause,
such damage shall be required by the Lessor forthwith after the same accurs, and if the extent
of any such damage is such as to render said premises untenantable, the obligation of the
Lessee to pay rent shall cease until the Lessor shall haave replaced said premises in a tenantable
condition.9. It is further mutually agreed that Lessor shall pay all taxes and assessments that may be
levied against the above described premises and the building and equipment belonging to 4essor thereon,
and Lessee shall pay all taxes that may be levied or assessed against the equipment by Hessee thereon.
      11. Lessee shall have the privilege of using said premises for the purpose of operating thereon a
gasoline service station and for the sale of tires, tubes, batteries and automobile accessdries, and
any other indidental commercial activity, and shall have the privilege of erecting on said premises, or to
make arrangement with third persons to erect thereon such buildings, driveways, curbing and other
improvements or equipment as may be necessary or desirable for the proper use of said premises for the afore-
said purposes. In case Lessee shall be unable to obtain from the proper public authorities, municipal,
state or otherwise, any permit or license, necessary for the operation of a gasoline service station,
upon said premises, or in case any such permit or license, if obtained, be afterward revoked without fault
of Lessee, or should the use of said premises for the purpose stated above 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, or if thr use of said premises for any of the purposes stated above be reatrsined or
enjoined by judicial process or otherwise, then Lessee shall have the right to terminate this lease
by giving Lessor ten 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 & gasoline
filling station by reason of any federal, state, or local governmental action, Lessee shall also be
entitled to an abatement, of all rentals due thereunde during the entire period of such deprivation
of use.
12. It is further understood and agreed that all notives given this lease shall be deemed to be
properly given if delivered to writing personally, or sent by regiatered mail to the Lessor at the
address herein shown, or to the Lessee at its main office in New Orleans, Louisnana. Date of giving
of such notice by mail shall be the date on which such notice is given- deposited in a post of fice
of the United States Post office, department.
13. If the Lessor is not the owner of the demised premises and shall default in the payment of any rent
dur Lessor's landlord, Lessee may, at its option, pay said rent, to Lessor's landlord and thr amoujt
or amounts so paid shall be credited upon the rent herein reserved to the same extent as if said sum
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or sums had been paid to the Lessor. If at any time during the term hereof, Lessor shall be indebted to

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Lessee on any amount whatsoever, Lessee shall have the right to apply amy accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

14. The Lessor hereby agreed to erect upon the described premises and to include within the terms of this Tease a Gasoline Service Station with all necessary driveways etx., and no rent shall be due from the Lessee hereunder unless and until said building with all necessary driveways shall be completed and delivered to Lessee ready for occupancy.

In witness whereof, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed as of the day and years first above writteb.

As To Lessor: T E Green J P Kelly

F. P. Givhan

Frances - Givhan

(SEAL)

Lessor

(SEAL)

J Mandot

Pan American Petroleum Corporation By A E Ralston, Vice President.

Acknowledgment of Ler Lessor

State of Alabama, Shelby County...)

Personally appeared before me the undersigned a Notary Public in and for said State and County, F.P.Givhan, and Frances Givhan, his wife, personally known to be to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntarily act for the uses and purposes therein set forth, includint the release and waiver of the right of homestead; and the said Frances Givhan 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, apprehension or fear of or from her daid husband.

Given under my hand and notarial seal this 30th day of August, 1938.

Wm D McConaughy, Notary Public

My commission expires April 2-1939

Consent of owner

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents to the same and agrees to all the terms and condition thereof and hereby specifically consents and agrees with said Pan American Petroleum Corporation that it may enter the hereinabove demised premises and remove therefrom thirty—any and all punps, tanks, and equipment, thereon by the said Pan American Corporation, at any time within thirty days after the expiration or prior termination of the undersigned's lease with the aforesaid Lessor. The undersigned will forthwith give to the said Pan American Petroleum Corporation written notice of such default and the said Pan American Petroleum Vorporation may, at its option, pau dais rent and with thereupon succeed to the rights of the Lessor in the demised premises to the same extent as if the Lessor has assigned his lease to the said Pan Americab Petroleum Cirporation.

Herman M Baginsby

Filed for record in this office October 21st 1938 and recorded in deed record 105, page 278 and examined.L.C. Walker, Judge of Probate.

STATE OF ALABAMA SHELBY COUNTY

Sheen paid on the within instrument as required by law.

JUDGE OF PROBATS