

This lease made this 30th day of May, 1941, by and between Dorothy Veitch and Louise Veitch, whose address is Harpersville, Alabama, Lessor, and PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, with its principal office at 944 St. Charles Ave., New Orleans, Louisiana, Lessee:

WITNESSETH:

1. The Lessor hereby demises and leases to the Lessee, its successors, sublessees and assigns, the following described premises situated near the Town of Harpersville County of Shelby State of Alabama, to-wit:

Begin at a point where the South line of Southeast quarter of Northwest quarter of section 34, Township 19, Range 2 East, Intersects with the Westerly line of the right of way of the Florida Short Route (Alabama Highway #91), then run Northwesterly along said Highway line 1539 feet more or less to a point where said Highway line intersects the Easterly line of Chancellor's Ferry Road, to be used as the point of beginning, thence run Southeasterly along said line of Chancellor's Ferry Road 250 feet to a point, thence run in a Easterly direction to a point on the Westerly right of way line of the Florida Short Route (Alabama Highway #91), thence run Northwesterly along the right of way line of the Florida Short Route (Alabama Highway #91) 250 feet to the point of beginning. Said property being situated in the East half of Northwest quarter of Section 34, Township 19, Range 2 East, Shelby County, Alabama.

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, commencing on the 1st day of August, 1941, and ending on the 31st day of July, 1946.

2. Lessee agrees to pay to the Lessor as rental for the above described premises, building, fixtures, equipment, machinery and appliances (if any be included) the amounts shown in Clause "A". Clause "B", Clause "C", or any combination thereof, as indicated below, inapplicable rental provisions having been stricken before the execution of this lease.

"A". Cash monthly rental of Fifty Dollars (\$50.00)

"C". Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal to one cent (.01c) per gallon on each and every gallon of gasoline in excess of 5000 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 calendar month. All rental payments may be made by check delivered to Lessor or mailed to Lessor at the address herein shown.

3. In consideration of the foregoing, Lessor hereby sets over and assigns unto Lessee, Lessor's licenses, consents and permits to maintain and operate a gasoline filling station on the above described premises; such assignment to be effective only during the term of this lease, and all renewals 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 persons acting under arrangements 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 repair 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 provided, upon the same terms and conditions which were in effect during the original term. The period or periods of such extension shall be in accordance with either one of the following two clauses, the inapplicable clause having been stricken before the execution of this lease:

II. A total of not more than two successive periods of five years each.

The rental to be paid by the Lessee during said extension period or periods shall be the sums shown in Clause "A", Clause "B", Clause "C", or any combination thereof as indicated below, inapplicable rental provisions having been stricken before the execution hereof:

"A". Cash monthly rental for each month of Fifty Dollars (\$50.00).

"C". Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal tocent (.....c) per gallon on each and every gallon of gasoline in excess of 5000 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 privilege at least thirty (30) days prior to the expiration of the original term hereof, and if said extension privilege is for successive periods of five years each as provided in Clause II of this Paragraph 6, Lessee shall give Lessor a like written notice at least thirty (30) days prior to the expiration of the then current period, of its intention to extend this lease for and during the next succeeding period. Time and manner of making rental payments during any such extension shall be the same as provided for during the original term hereof.

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 Lessor thereon, and Lessee shall pay all taxes that may be levied or assessed against the equipment owned by Lessee thereon.

11. Lessee shall have the privilege of using said premises for any purpose, including, but not limited to, the operation of a gasoline service station and for the sale of tires, tubes, and automobile accessories, and any other commercial activity, and shall have the privilege of erecting on said premises, or to make arrangements 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 aforesaid 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 the use of said premises for any of the purposes stated above be restrained 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 a gasoline service station by reason of any federal, state or local government action, Lessee shall be entitled to an abatement of all rentals due hereunder during the entire period of deprivation of use.

12. It is further understood and agreed that all notices given under this lease shall be deemed to be properly given if delivered in writing personally, or sent by registered mail to the Lessor at the address herein shown, or to the Lessee at its main office in New Orleans, Louisiana. Date of giving such notice by mail shall be the date on which such notice is deposited in a post office 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 due Lessor's landlord, Lessee may, at its option pay said rent to

Lessor's landlord and the amount or amounts so paid shall be credited upon the rent herein reserved to the same extent as if said sum or sums had been paid to the Lessor. If at any time during the term hereof, Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply 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 agrees to erect, according to plans and specifications furnished by Lessee, upon the described premises at his own expense, and to include within the terms of this lease a service station of the design known as Pan American Petroleum Corporation's Type No. 18 with all driveways and appurtenances and to include a Hydraulic Lift to cost approximately Five Thousand (\$5,000.00) Dollars, and no rent shall be due from the Lessee hereunder unless and until said building with all improvements shall be completed and delivered to Lessee, ready for operation.

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 year first above written.

Witnesses:

AS TO LESSOR:

W. D. Sellers Jr. STATE OF ALABAMA
8105187 000 000
W. S. Eubanks I hereby certify that
S. 300 Private Tax
has been paid on the within
W. D. Sellers Jr. Instrument as required by
law.
W. S. Eubanks Instrument as required by
law.

AS TO LESSEE:

C. R. (Gale) L. C. WALKER,
JUDGE OF PROBATE
W. (Belzer) ✓

Dorothy Veitch (Seal)
Lessor

Louise Veitch (Seal)
Wife of Lessor

PAN AMERICAN PETROLEUM CORPORATION
By A. E. Ralston
Vice-President

ACKNOWLEDGEMENT FOR LESSOR (INDIVIDUAL)

STATE OF ALABAMA
I SS.
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned, a Notary Public in and for County and State, Dorothy Veitch and Louise Veitch, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of May, A. D., 1941.

My Commission expires 11-2-41

W. M. Sexton
NOTARY PUBLIC

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 conditions thereof and hereby specifically consents and agrees with said Pan American Petroleum Corporation 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 Corporation at any time within thirty (30) days after the expiration or prior termination of the undersigned's lease with the aforesaid Lessor. The undersigned further agrees that if the Lessor shall default in the payment of the rent reserved in his lease with the undersigned, the undersigned will forthwith give to the said Pan American Petroleum Corporation, written notice of such default, and the said Pan American Petroleum Corporation may, at its option, pay said rent and will thereupon succeed to the rights of the Lessor in the demised premises to the same extent as if the Lessor had assigned his lease to the said Pan American Petroleum Corporation.

FILED for record in this Office on the
3rd day of July, 1941, at 8 o'clock A. M.
and recorded in Deed Record #111, page 555
and examined. L. C. Walker, Judge of Probate

Approved as to Form:

Herman (Bagnsley)
Attorney for Pan American Petroleum Corporation.