

## LEASE

#968

This lease made this 3rd day of November, 1941, by and between Lavonia Gordon whose address is Columbiana, 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, sublessors and assigns, the following described premises situated in the Town of Columbiana County of Shelby State of Alabama, to-wit:

One Brick Drive-in service station building, complete with concrete driveways 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 SE $\frac{1}{4}$  Sec. 26, Township 21, Range 1

West, Shelby County, Alabama, thence North 65 degrees West 705' to the NE corner

of the South and of lot No. 30 as per W. J. Horsley's map of Columbiana, thence

North 72 degrees West 100' to alley, thence South 3 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 #30 and in South part of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 26, Township

21, Range 1 West, situated in Columbiana, 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 One years, commencing on the 1st day of November, 1941, and ending on the 31st day of October, 1942.

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 Twenty-five-----Dollars (\$25.00)

"C" Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal to One cent (1¢) per gallon on each and every gallon of gasoline in excess of 2500 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 license, 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.



8

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 one year 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 Twenty-five --Dollars (\$25.00)

"C".Cash monthly rental as provided for in Clase "A" and in addition thereto a gallonage rental equal to one cent (1¢) per gallon on each and every gallon of gasoline in excess of 2500 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 one year each as provided in Clause II of this Paragraph 6, Lessee shall give Lessor a like written notice at least thrity (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.

8. It is mutually agreed that if the leased premises are damaged by fire, storm, or from any other cause, such damage shall be repaired by the Lessor forthwith after the same occurs, and if the extent of any such damage is such as to render said premises untenable, the obligation of the Lessee to pay rent shall cease until the Lessor shall have 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 Lessor thereon, and Lessee shall pay all taxes that may be levied or assessed against the equipment owned by Lessee thereon.

10. If, in the sole judgment of Lessee, it appears likely that Lessee or any of its assigns or sublessess may be obliged to pay any lichenese, privilege or excise tax because of its or their interest in or use of the premises hereby leased, Lessee may terminate this lease or any renewal or extension thereof by giving Lessor thirty (30) days written notice of its intention so to do.

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 whall 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 11 notices given under this lease shall be deemed to be



(lease continued)

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 of such notice by mail shall be the date on which such notice is deposited in a post office on 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 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 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.

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:  
Bill Anderson  
Marie Cosper

Lavonia Gordon (Seal)

AS TO LESSEE: C. R. Hale  
G. Fahimann

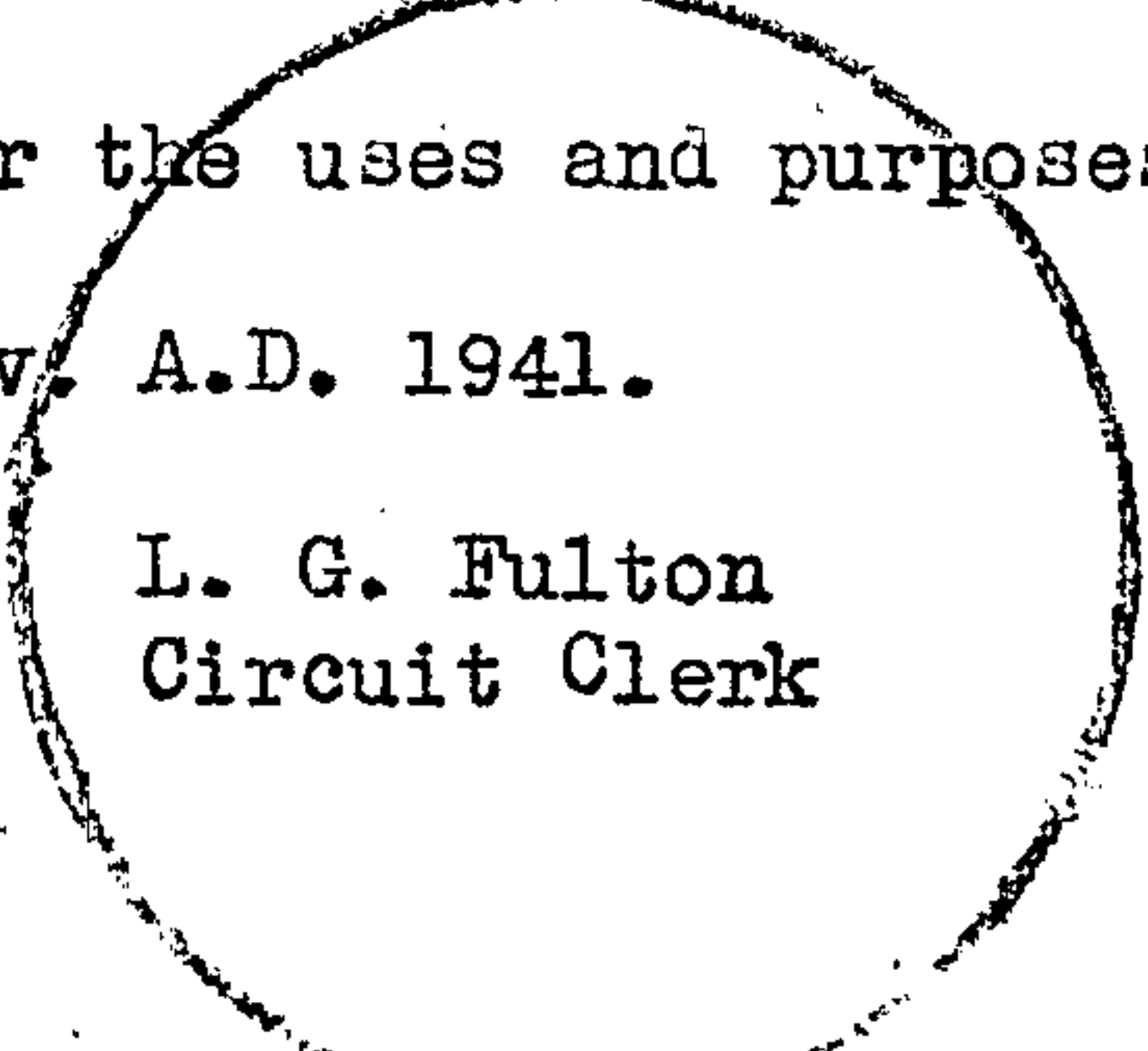
PAN AMERICAN PETROLEUM CORPORATION  
By A. E. Ralston  
Vice-President

ACKNOWLEDGEMENT FOR LESSOR (INDIVIDUAL)

STATE OF ALABAMA |  
COUNTY OF SHELBY | SS.

Personally appeared before me, the undersigned, a Notary Public in and for County and state Lavonia Gordon personally known to me to be the party who executed the foregoing instrument, and acknowledged that she executed the same as her free and voluntary act, for the uses and purposes therein set forth,

Given under my hand and notarial seal this 3 day of Nov. A.D. 1941.



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 with 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.

Approved as to Form:

Thurmon M. Baginsly (?)  
Attorney for Pan American Petroleum Corporation  
at 2 P.M.

Filed for record in this office on the 9th day of January, 1942, and duly recorded on the 15th day of January, 1942, in Deed Record No. 113, on Page 7.

L.C.Walker, Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$1.50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.  
L. C. WALKER,  
JUDGE OF PROBATE