This lease made this 26 day of October, 1946, by and between E. G. Blackmon, whose address is Siluria, Alabama, Lessor, and W. E. Owen, an Individual Delaware corporation, with its principal office at Clanton, Alabama.

WITNESSETH:

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

Described as follows:

One complete Service Station located on highway # 31 with all necessary driveways, ect., being further described as follows:

Lots 20, 21, 22 in block of Nickerson and Scott Surveys of the town of Alabaster, Alabama Situated in the South East quarter of the Southeast quarter of Section 35, Township 20 Range 3 west Map of said Nickerson and Scott Survey being on record in the Probate office of Shelby County, Alabama.

If the said premises are improved, this lease includes the building, 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 Ten (10) years, commencing on the 1st day of January, 1947, and ending on the 1st day of January, 1957.
- 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", Claude "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 (\$40.00) Forty Dollars Dollars (\$40.00) for each month of the term hereof.
- "B". A sum equal to cents (¢) per gallon on all gasoline delivered to such service station for sale.
- *C". Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal on to cent (\$\psi\$) per gallon/ each and every gallon of gasoline in excess of gallons delivered to such service station for sale during each monthly period of this lease.

All rental/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 appurtenent 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.
- 8. It is mutually agreed that if the leased premises are demaged by fire, storm, or from any other cause, such demage shall be repaired by the Lessor forthwith after the same occurs, and if the extent of any such demage is such as t render said premises untenantable, 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 assignees or sublessees may be obliged to pay any license, 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 arrangement's with third persons to errect thereon such buildings, driveways, curbing or other improvements or equipment as may be necessary or desirble 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 any of the purposes stated above be restricted by the enactment of any state or municipal law or ordinance or by legal proceedings or by any federal government action 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, in whole or in part, or in the event the normal operation of said gasoline service station be curtailed, by reason of any federal, state or local government action, the Lessee shall be entitled to a proportionate diminution of all rentals due braunder during such period of deprivation of use or curtailment of said operations.

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 of such notice by mail shall be the date of 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 debt tent 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 at been paid to the Lessor. If/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 indebtedness of Lessor, and Lessee agreed that the amount so applied shall constitute rental payment hereunder.

IN WITNESS WHEREOF, the said Lessor has hereunto set hand and seal, and the said Lessee has caused this instrument to be executed as of the day and year first above written.

Witnesses: AS TO LESSOR:

E. G. Blackmon, Sr.

William A. Simpson

Edward G. Blackmon

Lessor

(Seal)

Lois B. Blackmon Wife of Lessor

(Seal)

AS TO LESSEE:

W. E. Owen, an Individual

E. G. Blackmon, Sr. William A. Simpson

Filed in the office of the Judge of Probate May 29, 1947 at 10 a.m. and duly recorded in Deed Record 129, page 473 on May 29, 1947.

L. C. Walker

Judge of Probate

OTATE OF ALABAMA

ONELBY COUNTY

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leatrument as required by

leave.

L. G. WALKEN,