

This lease made this 1st day of August, 1950, by and between Ryan H. McClendon, whose address is Helen a, Alabama, Route 1, P.O. Box 215, Lessor, and PAN-AM SOUTHERN CORPORATION, a Delawsre Corporation, with its principal office at 944 St. Charles Avenue, New Orleans, 13, Louisiana, Lessee:

WITNESSETH:

1. The Lessor hereby demises and leaves to the Lessee, its successors, sublessees and assigns, the following described premises situated near the town of Pelham, County of Shelby, and State of Alabama, to wit:

Starting at NW corner of Lot "D" run South parallel with right-of-way of old Montgomery Highway 138 feet, thence East to right-of-way Birmingham-Montgomery Highway # 31, thence North, parallel with right-of-way 205 feet to NE corner of Lot "D", thence West to point of beginning Section 13, Township 20, Range 3 West, containing  $2\frac{1}{2}$  acres approximately according to G.B. Pickett Survey.

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 (10) Ten year, commencing on the 1st day of October, 1950, and ending on the 30th day of September, 1960.

- 2. Lessee agrees to pay to Lessor as rental for the above described premises, building, fixtures, equipment, machinery and appliances, (if any be included) the amounts shown in Clause"A", Claude "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 Sixty five and no/100 Dollars (\$65.00) for each month of the term hereof.
- 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 of 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 of termination of this lease by lapse of time or otherwise, Lesses 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 herafter purchased or placed by it or by third persons acting under arrangments 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 obligated 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:
  - 1. A period of five (5) years from the expiration of the original term hereof.

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 bee stricken before the execution hereof:

- A. Cash monthly for each month of Sixty five and no/100 Dollars (\$65.00)
- 8. It is mutually agreed that if the lease 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 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 owed by Lessee thereon.

10. If, in the sole judgment of Lessee, it appears likely that Lessee or any of its assignees or sublessee's 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 ther 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 or 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 lecense necessary for the operation of a gasoline service station upon said premises, or in case any such permit ot bicense, if obtained, be afterwoard 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 by curtailed by reason of any federal, state or local government action, the Lessee shall be entitled to a proportionate diminution of all rentals due hereunder 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 deemedd 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 principal office at 944 St. Charles Avenue, 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 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 termshereof, 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 and Pan-Am Southern Corporation's Type No. 18-1-B, with all driveways and apputtenances including hydraulic lift to cost approximately eight thousand dollars (\$8,000.00) 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 Lessor has hereunto set his hand and seal and the said Lessee has caused this instrument to be executed as of the day and year frist a bove written.

Witnesses: As to Lessor

Ryan J. McLendon Lessor

C. Stubbefield W.E. Owen

AS TO LESSEE:

PAN-AM SOUTHERN CORPORATION

M.R. Ruano

BY J.C. Rollins, "ssistnat General Manager of Sales

F.H. Lennox

Lessee

ACKNOWLEDGMENT FOR LESSOR ( INDIVIDUAL)

STATE OF ALABAMA

COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Ryan

H. McLendon, personally known to me to be the party who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1st day of August, A.D. 1950.

SEAL

T.G. Wallace, Notary Public

My commission expires Jan. 31st 1953.

CONSENT OF OWNER

The undersigned, owner in fee simple of the premises described in the within lease, hereby gonsents to the same and agrees to all the terms and conditions thereof and hereby specifically consents and agrees with said Pan-Am Southern 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-Am Southern 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 his obligation, either by the nonpayment of the rent reserved in his lease with the undersigned or otherwise, the undersigned will forthwith give to the said Pan-Am Southern Corporation, written notice of such default, and the said Pan-Am Southern Corporation may, at its option, pay said rent or otherwise cure such default and will thereuppn 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-Am Southern Corporation.

Herman M. Begmitz

Attorney for Pan-Am Southern Corporation

Filed in the office of the Fro bate Judge on the 15 day of November, 1950 at 10:00 A.M. and recorded in Deed cord 143 on page 300 this the 3 day of anuary, 1951.

L.C. Waaker

Judge of Probate

STATE OF ALABAMA

SHEABY CCONTY

Thereby Conting that

has been paid con aquired

in instrument.

C. WALKER:

by law.

L. C. OF PROBATE