

LEASE

5163

THIS LEASE made as of this 18 day of June, 1963, by and between ~~DELTA SERVICE CORPORATION~~, a Delaware corporation, with its principal office at 1001 St. H.T. SALTER, JR. ~~21819 SALTER DISTICO~~. LESSEE ~~CLANTON, ALA.~~ hereinafter called Lessor, and U.V. BLACKERBY, whose address is

~~CLANTON, ALA.~~ hereinafter called Lessor. CHILDERSBURG, RT. 1, ALA.

WITNESSETH: That

Lessor hereby demises and leases to Lessee the premises, together with the buildings located thereon, situated in the ~~Town~~ of COLUMBIANA County of SHELBY, and State of ALABAMA, more particularly described as follows, to-wit:

A restaurant and service station building located 11.5 miles from Columbiana city limits on Highway 25 in Wilsonville. This property is as described in Book 223, Page 558 as recorded in courthouse of Columbiana on deed from Nathan L. Money to U. V. Blackerby

TO HAVE AND TO HOLD unto Lessee for the term of 60 months, commencing on the 1st day of July, 1963, and ending on the 30 day of June, 1968

Lessee agrees to pay to Lessor as rent for the above described premises and buildings 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 Fifteen (15.00) Dollars (\$ 15.00) for each month of the term hereof.

"B". A sum equal to \_\_\_\_\_ cent (\_\_\_\_\_) per gallon on all gasoline delivered to such service station during each monthly period of this lease

"C". Cash monthly rental as provided for in Paragraph "A" and in addition thereto a gallonage rental equal to \_\_\_\_\_ cent (\_\_\_\_\_) per gallon on each and every gallon of gasoline in excess of \_\_\_\_\_ gallons delivered to such service station during each monthly period of this lease.

All rent herein provided for, unless otherwise stated, shall be due and payable at the office of Lessor at 1040 St. Charles Avenue, New Orleans 12, Louisiana, on the first day of each month. The rental provided for in Clause "A" shall be for one month in advance. The rental provided for in Clause "B" (if applicable) shall be due and payable on the fifth day of the calendar month succeeding that in which deliveries are made; provided, however, that Lessor may at its option demand payment of the rental at the time of the delivery of its products to such service station. If Clause "C" is applicable, the cash monthly rental provided for therein shall be paid monthly in advance on the first day of each month. The gallonage rental provided for in said clause shall be due and payable on the fifth day of the calendar month succeeding that in which deliveries are made; provided, however, that Lessor may at its option demand payment of the gallonage rental at the time of the delivery of its products to such service station. Lessee agrees that Lessor shall have the right of access to the books, papers and records of Lessee at all reasonable hours for the purpose of determining the correct quantity of gasoline sold or delivered to such service station.

LESSEE HEREBY COVENANTS AND AGREES AS FOLLOWS:

- 1. That Lessee has examined and knows the condition of said premises and the buildings, equipment, machinery and appliances situated thereon, acknowledges that he has received the same in good order and repair (except as otherwise specified), and that no representations as to the condition or repair thereof have been made by Lessor.
2. That Lessee will pay all taxes that may be levied or assessed against any improvements or other equipment placed on said premises by Lessee and will pay all water, light and other operating expenses and will keep said premises, buildings, equipment, machinery and appliances, together with the adjoining sidewalks and entrance driveways in good order and repair; that he will keep said premises and appurtenances, including adjoining areas, alleys and sidewalks in clean, safe and healthful condition, and will comply with all Federal, State and municipal laws, rules, regulations and ordinances with regard to the use and condition of the demised premises and that at the expiration of this lease, or upon sooner cancellation or termination thereof, Lessee will surrender the premises to Lessor in substantially as good condition as when received, ordinary wear and tear, damage by fire, the elements or other unavoidable casualties excepted, and will replace at his own expense any equipment which is broken or otherwise damaged or destroyed through no fault of Lessor.
3. That Lessee will not carry on or permit upon the demised premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, nor use the same nor allow the same to be used for any illegal or immoral purposes; it being contemplated that at all times during the period of this lease said premises shall be devoted mainly to the operation thereon of a gasoline service station and the handling, storage and dispensing thereon and therefrom of motor fuels, motor oils and greases and other petroleum products, and such other products as are customarily handled, sold and distributed at a gasoline filling station. That Lessee will not erect, maintain nor permit any sign, insignia or other advertising device upon or near the premises herein described which would in anywise indicate that Lessor is the owner or operator of the business conducted upon the premises herein described.
4. That Lessee will not commit or suffer waste to be committed upon the said premises, and will make no permanent alterations in or permanent additions to the buildings, structures or equipment thereon without the written consent of Lessor first had and obtained.
5. That Lessee will not assign, mortgage or encumber this lease, or sublet the said premises, buildings, equipment, machinery and appliances or any part thereof, nor shall Lessee suffer any lien or encumbrance to be placed upon the leasehold interest hereby created or any part thereof, without the written consent of Lessor first had and obtained.

IT IS FURTHER MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

6. That none of the provisions of this lease shall be construed as reserving to Lessor any right to exercise any control over the business or operations of Lessee conducted upon the leased premises or to direct in any respects the manner in which any such business and operations shall be conducted, it being understood and agreed that so long as Lessee shall use said premises in a lawful manner as herein provided, the entire control and direction of such activities shall be and remain with Lessee.

It is further understood and agreed that Lessee shall have no authority to employ any persons as agents or employees for or on behalf of Lessor for any purpose, and that neither Lessee nor any other persons performing any duties or engaging in any work at the request of Lessee upon the leased premises shall be deemed to be employees or agents of Lessor.

7. That Lessee may upon the expiration of this lease or upon its sooner termination or cancellation, remove any and all equipment, tools, fixtures, containers or machinery belonging to Lessee and placed or installed by Lessee upon the leased premises.

8. That Lessor may enter upon said premises at all reasonable times to examine the condition thereof, and to make such changes or repairs to any of the structures on the leased premises as Lessor may see fit, provided that such right shall not be exercised in such manner as to interfere unreasonably with any business of Lessee conducted thereon.

BOOK 226 PAGE 164

9. That if Lessee shall fail to keep and perform or shall violate any of the covenants, conditions and stipulations of this lease on the part of the Lessee to be kept and performed, or if Lessee shall be adjudicated a bankrupt or make an assignment for the benefit of creditors, or if the interest of Lessee under this lease shall be levied upon and/or sold upon execution, or shall upon the death of Lessee or by operation of law become vested in another person, firm or corporation, or if a Receiver shall be appointed for Lessee or for the interest of Lessee under this lease, then, and in any such event, Lessor at any time thereafter shall have the right, at Lessor's election, to enter upon the premises herein demised and take possession of the same, together with all buildings, machinery, equipment and appliances situated thereon, and from the time of such entry this lease shall terminate and become void and of no effect and shall be forfeited, and Lessor, in addition thereto, may sue for and recover all damages accrued or accruing under this lease or arising out of any violation thereof; or Lessor may so sue and recover without declaring this lease void or entering into possession of the said premises; or Lessor may pursue any other remedies for the violation of this lease or any of its covenants by Lessee. The above enumerated remedies are concurrent and are at the option and discretion of Lessor, and the pursuit of any one shall not amount to an election and bar the pursuit of any other additional remedies not enumerated above.

10. That the waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of Lessor to enforce rights or seek remedies upon any default of Lessee with respect to the obligations of Lessee hereunder, or any of them, prejudice or affect the rights or remedies of Lessor in the event of any subsequent default of Lessee.

11. That should Lessee at the expiration of this lease, or in the event of the extension of the period hereof, then upon the expiration of such extension period, hold over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary, the tenancy of Lessee thereafter shall be for subsequent periods of six (6) months each, provided, however, that either party may cancel this lease at its termination or at the termination of any six (6) months extension period by giving to the other party notice of his or its intention to do so at least ten (10) days prior to any such expiration.

12. That no obligation, agreement or understanding on the part of either party to be performed shall be implied from any of the terms and provisions of this lease, all obligations, agreements and understandings being expressly set forth herein.

13. Any notice provided for herein shall be considered as properly given as of the date of mailing if sent by registered mail duly addressed to either of the parties at the respective addresses herein shown.

14. If Lessor is not the owner of the premises herein leased, then this lease and the estate hereby created are subject to all the terms and conditions of the lease or other arrangements under which Lessor is entitled to possession of said premises, and if for any reason whatsoever, Lessor's tenancy is cancelled, terminated or surrendered, then this lease shall automatically terminate and end without further act of either of the parties hereto and without any liability on the part of the Lessor.

15. As long as H.V. Blackberry operates this business no money shall have to be passed back and forth between lessee & lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

SIGNED IN PRESENCE OF:

*W. J. Rooney*

*Wales Rooney*

~~UNITED SOUTHERN CORPORATION~~

By *H. V. Blackberry*  
General Manager of Sales  
Lessor

*H. J. Satter Jr.* (Seal)  
Lessee

\_\_\_\_\_  
Lessee (Seal)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON *7-16-53*  
RECORDED & *1.00* MTG. TAX  
& *2.00* SALES TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

*Corral M. Decker*  
JUDGE OF PROBATE

*2.00*  
*1.00*  
*3.00*

Approved as to Form:

Attorney for Pan-Am Southern Corporation

7-16-53 BOOK 226 PAGE 165

*303*

*Satter Dist Co*  
*P.O. Box 531*  
*Blanton,*