State of Georgia
County of Chatham

This agreement made on this 15th day of January 1904 between Opelika Cotton Oil & Refining Company of the County of State of of the first part, hereinafter called the tenant and the Central of Georgia Railway Company of the second part, hereinafter called the Company: Witnesseth, that whereas said tenant desires with the permission of the Company to occupy a portion of the right of way or land of the Company in Vincent Shelby County, Alabama, for the purpose of erecting thereon a seed house 18 x 20 feet, to be built in accordance with standard of the Central of Georgia Railway Company, painted or whitewashed and kept in good repair the location of which is more fully shown by the annexed plat which is made a part of the paper; and

Whereas, The tenant is not desirous of affecting in any manner the right of the Company relative thereto; and

Whereas, The Company has consented to license for the time being, the tenant to occupy the premises as aforesaid;

Now Therefore, In consideration of the premises and license aforesaid the tenant hereby covenants and agrees with the Company, its successors and assigns as follows:

First. That the tenant will save and hold harmless the Company, its successors and assigns from all damage, injury or liability that may arise from the destruction or injury of any building, improvements, or personal property of any description, by fire or from any other cause whatever whether the same should be attributable to the negligence of the employees of said Company or not, where such damage, injury or liability is caused or increased by reason of the use of the premises hereunder.

Second. That the tenant will save and hold harmless the Company, its successors and assigns from all damage to person that may partly or wholly arise from or be traceable to the occupancy of said premises by the tenant or any other person, whether such damage be caused by the negligence of the Company's employees, or from any cause whatever.

Third. That the tenant does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenant at will, subject to the notice hereinafter specified.

Fourth. That the tenant covenant and agrees, in consideration of the permission and license aforesaid to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings or improvements therefrom upon receiving 30 days notice from the Company, its successors or assigns. Said notice may be given to any person in possession of the premises.

Fifth. That in case of failure to deliver said possession and remove said obstructions, the Company, its successors or assigns, shall have the right, upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises; and all buildings, improvements, structures and personal property then remaining thereon shall be, and become, the absolute property of the Company, without any accountability to the tenant or any other person. Sixth. The tenant will pay the expense of recording this instrument and any future agreements with reference to the premises.

Seventh. The word "Tenant," when used herein, shall include the party of the first part, his heirs, executors administrators, and any person who may enter upon said above described premises as his or their successors, licensee or assignee.

Opelika Cotton Oil & Refining Co.,
By J. C. Street vice-Prest. & Gen Mgr.

Signed sealed and delivered in presence of:
L. R. Summers.
S. E. Wilson

Central of Georgia Railway Company
By Theo D. Kline
General Superintendent

State of Georgia,
County of Chatham. } I, C. H. Carson a Notary Public in and for said County and State hereby certify that S. E. Wilson a subscribing witness to the foregoing agreement, known to me, appeared before me this day, and being sworn, stated that Theo D. Kline, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the said Theo D. Kline and of the other witness and that such other witness subscribed his name as a witness in his presence. Given under my hand and seal this 4th day of December A. D. 1903.

C. H. Carson N. P. C. C. Ga.

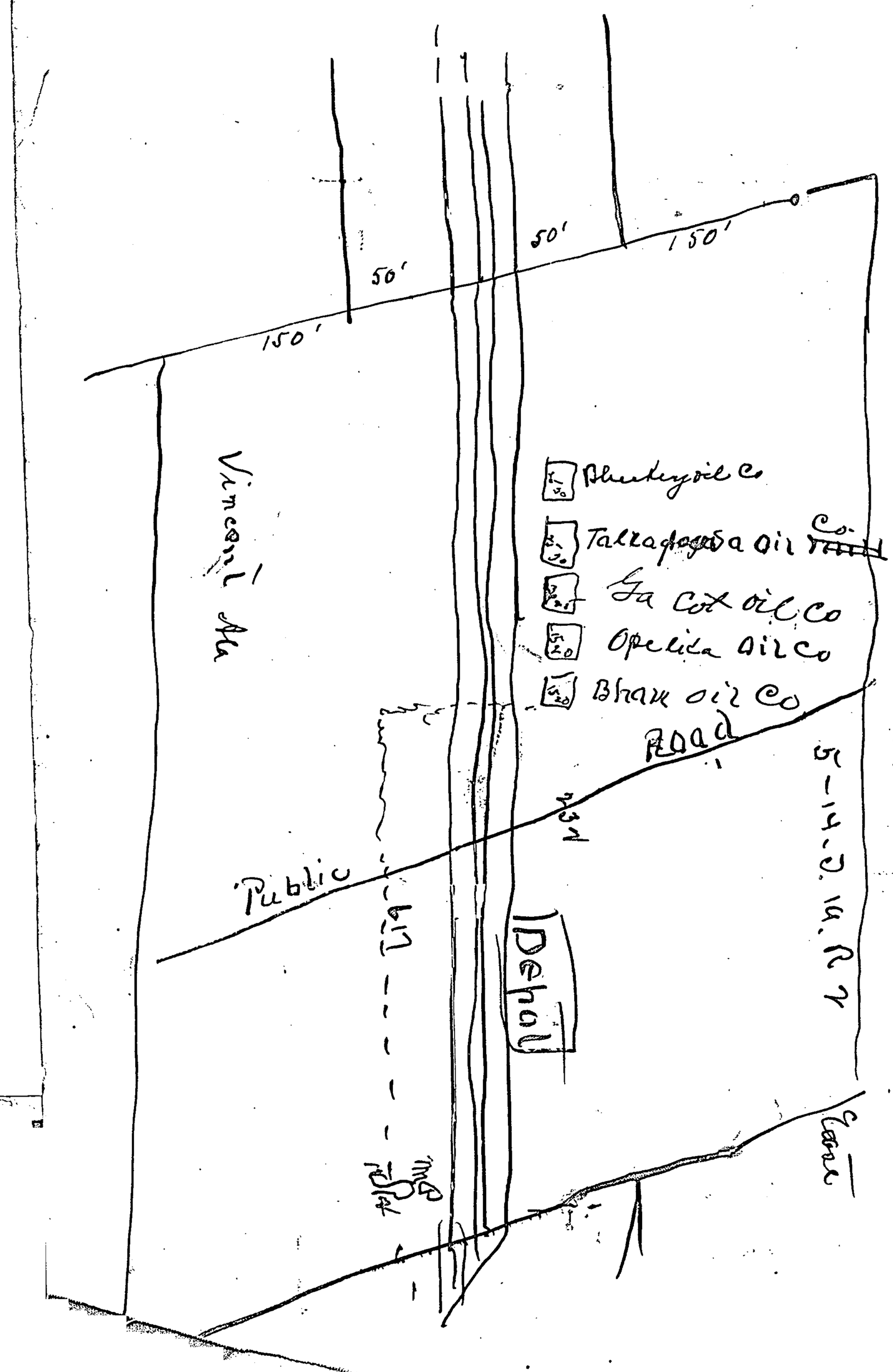
C. H. Carson Notary Public Chatham Co. Ga.

State of Alabama,
County of Lee. } I, Chas E. Hester a Notary Public, Lee County, Ala. in and for said County and State, hereby certify that C. R. Summers a subscribing witness to the foregoing agreement, known to me, appeared before me this day, and, being sworn, stated that J. C. Street V. P. & G. M, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the said C. R. Summers and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand and seal this 15 day of Jan. A. D. 1904.

Chas E. Hester Notary Public
Lee County, Ala.

Chas. E. Hester
Notary
Public
Lee Co. Ala.

Filed for record January 18th 1904 and recorded.

A. P. Longshore, Judge of Probate.