

AGREEMENT

AN AGREEMENT made and entered into this November 11, 1925 between Central of Georgia Railway Company, a corporation created by and existing under the laws of the State of Georgia, hereinafter called the lessor of the first part, and J. A. Kreis, Knoxville, Tennessee, hereinafter called the lessee of the second part.

1. The covenants herein contained are made by the parties hereto in mutual consideration of the covenants of the other, and the same shall be binding upon and available to the successors and assigns of the respective parties, but no assignment hereof by the lessee shall be valid except with the written consent of the lessor endorsed hereon.

2; In consideration of the rents hereinafter reserved to be paid and the covenants to be performed by the lessee, the lessor has demised, leased and to-farm-let, and by these presents does demise, lease and to-farm-let unto the lessee the following material;

3600 feet 56-lb. Relay Rail and Angle bars, for the purpose of constructing track at Sterretts, Alabama.

3. This lease shall continue for the period of one year from date, and thereafter from year to year unless either party gives to the other sixty days notice in writing before the termination of the current yearly period of intention to terminate the lease at the end of the current yearly period; provided, however, that this lease shall absolutely terminate and end upon the expiration of five years from date hereof, if not sooner, terminated by notice as above described.

4. The material herein described shall be delivered to the lessee by the lessor f.o.b. at Sterretts, Ala., as soon as practicable after the execution of this agreement.

5. The lessee agrees to pay to the lessor as rental for said rail and angle bars. Three (\$3.00) Dollars per annum per ton on thirty (30) tons of 2240 pounds each, beginning from the 9th day of October, 1925, said rental payable in equal monthly installments in advance on the 1st. day of each and every month during the continuance of this agreement.

6. The lessee shall not use or allow to be used the said material for any purpose other than that hereinbefore specified, nor affix the same to land over which the lessee has not a lawful right of way for railroad purposes, nor remove, nor allow to be removed, the same from the location above specified, without the consent of the lessor first had and obtained.

7. It is expressly understood and agreed that the material hereby demised is delivered to the lessee in relaying condition, and that upon the expiration of this agreement or its termination in any manner the lessee is to remove and re-deliver said material to the lessor on cars at Sterretts, Ala., in the same condition as delivered to the lessee, ordinary wear and tear excepted, and in the event of the lessee's failure so to do, the lessor shall have the option to enter upon the premises wherever such material is located, and remove and retake the same, and the lessee will repay to the lessor the cost of removing said material and replacing it on cars at Sterretts, Alabama.

8. The lessee will pay the expenses of having this agreement properly recorded in the County or Counties where the said material is to be used.

9. The lessee will pay all taxes and assessments that may be assessed in respect of or

charged against the material hereby demised during the continuance of this lease.

Upon his failure so to do the lessor may, at its option pay the same, in which case the lessee covenants to promptly repay to the lessor the amount so paid, with all interest and cost upon the presentation of proper bill therefor.

10. If the lessee shall fail or neglect to pay any installment of rent promptly as herein provided for, or to keep any other of the conditions, covenants, obligations, and stipulations in this contract, the lessor shall be at liberty to resume possession of all of the property here in leased immediately or at any time thereafter, it being expressly understood and agreed that a waiver at any time by the lessor of a breach of any provision of this agreement shall extend to the particular breach so waived and shall not in any manner impair or affect the existence of said provision or the right of the lessor, its successors and assigns, to thereafter avail itself of such provision and any subsequent breach thereof.

11. The lessee, in constructing track from the rail and material hereby agrees to place under each thirty foot section of said track not less than fifteen (15) good and sound cross ties, and that it will thereafter maintain said track with said number of cross ties to the section of thirty feet, and will protect the said rail and material from damage while in its possession.

12. The lessee further agrees that the material herein leased shall be subject to inspection from time to time by said lessor and the lessee agrees to make such alteration and changes in the track as in the judgment of the lessor are necessary in order to protect said material from damage.

13. Should the lessee at any time during the continuance of this agreement be or become insolvent or bankrupt, or be put in the hands of a receiver, the lessor may at its option cancel this contract immediately or at any time thereafter, and may enter upon and resume possession of the track and material therein without any liability or accountability to the lessee, or to the estate or trustee of such bankrupt, or to the receiver.

14. As one of the expressed conditions hereof, and one of the main considerations moving the lessor thereto, the lessee covenants and agrees without other qualifications or conditions than are hereinafter expressed that they and all others who may at any time be in possession of the material hereby leased will route or cause to be routed via the lines of the lessor and the Ocean Steamship Company of Savannah (in which the lessor is largely interested), or of any other company whose relations to the lessor may be similar thereto, all shipments in or out of freight made either by, to or for account of the lessee, or occupant when such shipments are to or from points reached by either of the said lines and their connections, the covenant being on the sole condition that lawful and open rates and facilities shall be equal.

In witness whereof the parties hereby have caused these presents to be executed in duplicate by their officers thereunto duly authorized on the day and year first above written.

Executed by Central of Georgia Ry. Co. in
Chatham County, Georgia in the presence of:
M. J. Fahey

C. C. Cronk--Notary Public
Chatham County, Ga.

Executed by J. A. Kreis in Knox County in the presence of

C. Leach
W. W. Lee--Notary Public (Seal)

Central of Georgia Railway Company
By H. D. Pollard-Vice President
& General Manager.

J. A. Kreis

Attest _____ Secretary

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, L. B. Riddle Judge of Probate hereby certify that the within agreement was filed in this office for record Dec. 18th 1925 at 4 oclock O.M. and recorded in Deed record 80 page 16 and examined.

L. B. Riddle--Judge of Probate