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## LEASE

AGREEMENT dated the 21st. day of May 1930 by and between W. A. Fairburn Sr. and The Texas Company (Lessee):

(1) Premises leased. Lessor hereby leases unto lessee a tract of land with the improvements thereon, in the City of Wilton Cunty of Shelby State of Alabama.

Beginning at point where the property of R.T.Jones adjoins the property of J. M. Splawn and running along the Calera and Centerville Highway in a northwardly direction a distance of 75 feet, thence eastwardly 50 feet deep, thence southwardly 75 feet, thence westwardly 50 feet along property of R. T. Jones and J. M.Splawn to point of beginning. Bounded on the north by property of R.T.Jones on the south by property of J.M. Splawn on the east by property of R.T.Jones, and on the west by Calera and Centerville Highway.. (2) Term.

TO HAVE AND TO HOLD for the term of One year from an d after the 21st.day of May nineteen hundred thirty but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days written notice from lessee to lessor, provided however that the lessee, at its option may terminate this agreement any time upon ten days prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated May 21, 1930, or any agreement supplementary thereto or in lien thereof.

(3) hental. Lessee agrees to pay the following rent for said premises;

A sum equal to one cent (1/2) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable monthly on the 10th day of each month next following the month for which payment is made, and agrees that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the sales manager of lessee at Houston, Texas lessor shall then have the right to terminate this lease on thirty (30) days notice to lessee.

- (4) Maintenance: Lessor agrees to maintain said premises and improvements in good repair during the terms of this lease. In the event of his failure to do so, lessee may at its election either terminate the lease on thirty (30) days notice to lessor, or make the necessary repairs, at the expense of lessor and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.
- of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee, during the term of this or any previous lease, or any extension or renewal thereof.
- (6) Lessee's RIGHT Of termination. Sould the structure on said premises be destroyed by fire or storm. or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become unduly burdensone, lessee may terminate this lease upon giving ninety (90) days written notice, in which event hhe rental obligation shall be pro rated to the date of such termination.
- (7) Damages for defect in title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may

suffer by reason of any restrictions encumbrance or defect in such title.

- Taxes and encumbrances. Lessor agreeg, to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessozshould fail to do so, lessee shallhave theright either to make such payment for the account of less or in which event it shall be subrogated to all the right|s of the holder, of such lien. and in a ddition thereto shall have the right to apply accruing rentals in safisfaction of such obligation, or lessee in the event of a foreclosure of any such lien and the sale of said demised premises and improvements shall have the right to buy in said premises and improvements for its own account.
- Successors and assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors on assigns.
- The lessee agrees to pay any and all license fees and occupation taxes and /or (10)privilege taxes imposed upon the sale of petroleum products on the demised premises and equipment thereon.

In witness whereof lessor and lessee have hereunto subscribed their names the day and year first above written.

> Witness: T. L. Simmons Witness: W.E. Huddleston Sr

W.A.Fairburn Sr. (Lessor)

The Texas Company (Lessee) By D. E. Benton

STATE OF ALABAMA COUNTY OF SHELBY

I, Lucile Cooper a Notary Public in and for said County and State hereby certify that "A. Fairburn Sr. whose name is signed to the foreging instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument executed the same voluntarily on the day the same bears date.

Given under my hand and seal of offixe this the 21 day of May A.D. 1930. My commission expires: Dec. 5, 1932. Lucile Coper--Notary Public

I hereby consent to the attached sublease from .A. Fairburn to The Texas ompany dated May 21st. 1930, which premises are held under lease by the said W.A.Fairburn to The Texas Compny by the said W.A. Fairburn fromthe undersigned I also furnither agree that the said The Texas Company may sublitet or license the premises. Witness: Geo. W. Houston

Elsie Hope Approved as to Terms: D. E. Benton  $\mathbb{R}_{\bullet}$ T $_{\bullet}$ Jones

This agreement not binding on the Texas Company unless and until a pproved by its sales manager or assistant Sales Manager bysignature below

Approved: J. W. Rozall

THE STATE OF ALABAMA SHELBY CONTY

I hereby certify that the within lease was filed in this office for record une 27th 1930 at 9 oclock A. M'and recordee in Deed record 91 page 334 and examined. Cage Head--Judge of Probage