LEASE

Agreement dated the 5 day of Aug. 1930 by and between ". L.Brown (lessor) and The Texas Company; a corporation of Delaware, having a place of business at New Orleans La.(Lessee.)

(1) Premises leased. Lessor hereby leases unto lessee a tract of land with the improvements thereon in the City of Montevallo, Ala. County of Shelby State of Alabama described as follows:

Beginning 30 ft. from intersection of southeast corner of block 8 and depot street and running north with intersection line 50 ft. thence west 8 ft. to front of brick store, thence south 50 ft. along front wall of brick store to southeast corner of said store STOP thence east to point of beginning. Situated in the town of Montevallo, County of Shelby State Alabama.

- (2) Term. TO HAVE ANDTO HOLD for the term of (2) years from and after the 5 day of August Nineteen Hundred 30 (8/5/30) 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 Aug. 5, 1930 or any agreement supplementary thereto or in lieu thereof.
- A sum equal to one (1¢) for each gallon of lessee's gasoline sold from said premises each month during the torm thereof, payable monthly on the 10th day of each month 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 Assistant Land Attorney of Lessee at 17 Battery Place, New York City, lessor shall then have the right to terminate this lease on thirty (30) days written notice to lessee.
- (4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may at its checkion terminate the lease on thirty (30) days written 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 ther of by lessee is materially interfered with, the rent accruing during such period shall be abated.
- (5) Removal of Property. Lessee shall have the right at any time during the continuance of this lease or wit in thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on 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. Should the structures on said premises be destroyed by fire or storm, or should lessee for any reason be prevented fromestablishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days written notice inwhich event the rental obligation shall be prorated to the date of such termination.
- (7) amages for Defect intitle. Lessor covenants that he is wellseized of said premises has good right to lease the same, and warrants and agrees to defend the title thoreto: and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrances or defect insuch title.
- (8) Taxes and encumbrances. Lessor agrees 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 lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor in which event it shall be subrogated to all the rights of the holder of such lien, and in addition there to shall have the right to a ply accruing rentals in satisfaction of such obligations; or lessee in the event of a forect sure of any such lien and the sale of said demised premises and improvements shall have the right to buy in said premises any improvements for its own account.
- (9) Successors and assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

 (10) The lessee agrees to pay any and all license fees and occupation taxes and/or privilege taxes imposed upon the sale of pretroleum products on the demised premises

In witness whereof lessor and lessee have hereunto subscribed their names

Witness: John Browder Witness: W.E.Huddleston

the day and year first above written.

and equiment thereof.

W. L. Brown (Lessor)

The Texas Company (Lessee)
By W.E.Leach

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Myrtice Horn, a Notary Public in and for said County and State hereby certify that W. L. Brown whose name is signed to the foregoing instrument and who is known to me, acknowlddged before me on this day that being informed of the contents of said instrument executed the same voluntarily on the day the same bears data.

Given under my hand and seal of office this the 5th day of August.

My commission expires 1932.

Myrtice Horn--Notary Public

I, C. V. Brown, consent to W. L. Brown leasing the above to The Texas Company, for the term of (2) years.

C. V. Brown

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, Cage Head Judge of Probate herebycertify that the within lease was filed inthis office for record Oct. 4th 1930 at 2 oclock P.M. and recorded in Deed record 91 page 511 and examined.

Cage Head--Judge of Probate

No tax