LEASE

AGREEMENT dated the 5 day of Aug. 1930 by and between (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 ther on in the City of Alabaster, Ala. County of Shelby State of Alabama described as follows:

Beginning at a point where the property of J. W. Maxwell and the property of J.E. Walker join the Birmingham-Montgomery highway and runningalong the Birmingham Montgomery Highway in a southwardly direction of 50 ft. to the property of J.E. Walker thence in a westwardly direction 100 ft. to the property of W. J. Maxwell thence in a northwardly direction 50 ft. to the property of J.E. Walker, thence in a eastwardly direction 100 ft. to the point of beginning.

Bounded on the east by the Birmingham-Montgomery Highway and on the north by the property of J.E. Walker and on the west by the property of ".J. Maxwell and on the south by the property of J.E. Walker.

- (2) Term. To have and to hold for the term of (3) years from and after the 5 day of August nine teen 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 lesse, 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 here to dated Aug 5. 1930 or any agreement supplementary thereto or in lien thereof.
- A sum equal to one cent (1¢) for each galon of lessee's gasoline sold from said premises each month during the term hereof, 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 wiritten 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, todo 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 therof by lessee is materially interfered with, the rest accruing during such period shall be abated.
- (5) Removal of property. Lessee shill 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 saidpremises by lessee during the term of this or my 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 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 burdensome,

lessee may terminate this lease upon giving ninety (90) days written notice inwhich event the 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 tore imburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect insuch title.
- (8) Taxes and encumbrances. Lessor agrees to gy all taxes, assessments and obligations which are a 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 thereto, shall have the right to apply accruing rentals insatisfaction of such obligations; 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.
- (9) Successors and assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors sor assigns.
- (10) the lessee agrees to pay any and all license fees and occupation, taxes and/or privilege taxes imposed upon the sale of petroleum products on the demised premises and equipment thereon.

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

Witness John Browder Witness: W.E. Huddles ton

J. N. McDaniel (Lessor)

The Texas Company (Lessee)

By ".E.Reach

STATE OF ALABAMA)

COUNTY OF SHELBY

I, K. B. Nickerson, a Notary Public in and for said C unty and State hereby certify that J.N. McDaniel whose name is signed to the foregoing 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 daythe same bears date,

Given under my hand and seal of office this the 5 day of Aug. 1930.

K.B. Nickerson--Notary Public

W. J. Maxwell

My commission expires 1932

I,W. J. Maxwell C nsent to J.N.McDamiel leasing the above to The Texas company for a term of (3) years.

W. E. Huddleston Witness

THE STATE OF ALABAMA)

SHEIBY COUNTY

I hereby certify that the within lease was filed in this office for record Ott. 11th 1930 at 9 oclock A.M. and recorded in Deed redord 91 page 522 and examined, Cage Head--Judge of Probate