## LEASE

AGREEMENT DATED the 23rd day of March 1931 by and between J.H. Johnson Helena, Ala. R.F.D.# 1 (Helena) (lessor) and The Texas Company, a corporation of Delaware, having a place of business at Birmingham, Ala. (lessee)

(1) Premises leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon in Birmingham, R.F.D.# 1 County of Shelby State of Alabama described as follows:

Beginning in center of Bishop Creek on east side of Birmingham, to Montgomery, Ala. Highway, State Highway #3, and running north parallel with and fronting on the said Highway a distance of 330'; thence southeast a distance of 198'; thence southwest a distance of 198' to said creek; thence west along said creek a distance of 33' to point of beginning as is of record in office of Registrar ShelbyCounty, Alabama, Deed Book No. page No\_\_\_\_.

Dated 4-9-31 Ala. April 8th 1931

C<sub>orrect</sub> J.H.Johnson

(2) Term: To have and to hold for the term of two (2) years, from and after the first day of April, Nineteen Hundred Thirty One (April 1st. 1931) 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 (10) days priorewritten notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the Texas Cempany and Frank L. Kohen, dated April 1st. 1931 or any agreement supplementary thereto or in lieu thereof.

Dated 4-9-31 Ala. April 8th 1931

Correct J.H.Johnson

(3) Rental: Lessee agrees to pay the following rent for said premises.

A sum equal to one cent (lc) for each gallon of lessee's gasoline sold from said premises each month during the terms 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 shallbe 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' 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 majat 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.
- (5) Removal of Property. Lessee shallhave the right at any time during the continuance of this lease or within thirty (30) days after its termination to severand remove all fixtures, equipment and other property of lessee placed on said premises by lessee during the term of this or any previous lesse, 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 notife, in which event

the rental obligation shall be pro rated to the date of such termination.

- 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 andhold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.
- Taxes and Encumbr nces. 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 subsogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction 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.
- Successors and Assigns. This agreement shallbe binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

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

Witness: C. L. McGowen "itness: L. B. Johnson

The Texas Company (Lessee) By E. E. Dattner

J.H.Jo.nson

(Lessor)

STATE OF ALABAMA COUNTY OF JEFFERSON )

I, Jessie Malone, a  $N_{
m o}$ tary Public in and for said  $C_{
m o}$ unty in said State hereby certify that J.H.Johnson, whose name is signed to the foretoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents

of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 23 day of March, A.D. 1931.

Jessie Malone

Notary Public in and for Fefferson County Ala.

commission expires Nov. 1933

THE STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that the within lease was filed in this office for record May 26th 1931 at 2 oclock P.M. and recorded in Deed record 92 page 352 and examined.

Cage Head--Judge of Probate