## LEASE

AGREEMENT dated the 1st. day of April 1931 by and between R. J.Flowers Helena Ala. (lessor) and The Texas Company, a corporation, of Delaware, having a place of business at & (Lessee)

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

A certain parcel or tract of land lying, being and situated in the SW2 of the SW2 of Section 15, Twp. 20-S, Range 3 W, in the City of Helena, County of Shelby, State of Alabama, said parcel or tract of land being triangular in shape and more particularly described as "Starting at the southwest corner of Section 15 and measuring north 72 degrees 41 minutes east 1048 feet to an iron pin, which is the southwest corner of said property thence north 12 degrees east 275 feet to an iron pin which is the northwest corner of said property; thence southeasterly 105% feet to a point; thence south 33 degrees west 294 feet to aron pin, at southwest corner of property. Property bounded on the southeast by Front Street, on the west by "Back" Street and on the northeast by the property owned by Luther Nunnally.

- (2) Term. To have and to hold for the term of 3 years from and after the 1st. day of April, 1931 (4/1/31) 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 the event of the cancellation or temmination inany manner, of that certain commission agency agreement between R. J. Flowers and The Texas Co. dated April 1st. 1931 or any agreement supplementary thereto or in lieu thereof.
- (3) Rental. Lessee agrees to pay the following rent for said premises; A sum equal to (1c) 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 unpaidefor 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 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 thepremises 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 said premises by lessee during the term of this or any previous lease; or any extension or remewal 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, in which event the rental obligation shall be prorated 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 and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restruction, encumbrance or defect in such title.
- Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and (8) obligation 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 to either make such payments for the account of lessorinin which event it shallbe subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruirg 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 shallinure to the benefit of the parties hereto, and their respective successors or assigns.

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

(Lessor)

R. J. Flowers

By E.E. Dattner

The Texas Company (Lessee)

Witness: W. E. Huddleston Jr.

Witness: John Browder

Attest: R. J.Flowers

Acknowledgment of Lessor

STATE OF ALABAMA

COUNTY OF SHELBY

I, Henry W. Naish, a Notary Public in and for said State and County hereby certify that R. J.Flowers 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 this instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 30 day of April, A.D. 1931. Henry W. Naish--Notary Public Mycommission expires June 15, 1931.

THE STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that the within lease was filed in this office for record 15th 1931 at 9 oclock A.M. and recorded in  $^{
m D}$ eed record 92 page 400 and examined. Cage Head--Judge of Probate No tax due