Houston_Texas_

AGRETMENT dated the 1st day of June 1932, by and between Myrtle N. Veazey and R.L. Veazey, Calera Alabama, (lessor) and THE TEXAS COMPANY, a corporation, of Del--eware, having a place of business at Atlanta Georgia, (lessee). (1)-Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Calera RFD, County of Shelby State of Alabama, described as follows:

Beginning at a point where the North line of Mrs. Myrtle N. Veazey's property intersects with the West side of the Birmingham and Montgomery highway U.S. # 31, thence extending in a Southwardly direction 275 feet to a point. Beginning at this point and extending westwardly 100 feet parallel to property line between Mr. Jones and Mrs. Veazey to a point, thence southwardly 100 feet parallel to Montgomery and Birmingham highway U.S. # 31 to a point, thence eastwardly 100 feet to a point on Montgomery and Birmingham highway U.S. highway # 31, thence Northwardly along West side of Birmingham and Montgomery highway U.S. #31 100 feet to point of beginning.

Property bounded on East by Birmingham and Montgomery highway U.S. # 31, on the South West, and North by property belonging to Mrs. Myrtle N. Veazey.

M.N.V.

R.L.V. (T T Co_File #21306

TO HAVE AND TO HOLD for the term of Three years, from date the 15th day of June Nineteen Hundred Thirty Two- (6-15-32) 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 at any time upon ten days! prior written notice in event of the cancellation or termination in any manner of (a) that certain commission agency agreement between -Texas Company and Myrtle N. Veazey dated 6-15-32, or (b) any agreement supplementary thereto or in lieu thereof, or (c) any future agreement between the lessee as principal and another, as agent for the sale hy the latter on behalf of the former of petroleum products, or other commodities atp or from the demised premises.

(3). Renhal, Lessee agrees, to pay the following rent for said premises. A sum equal to One (1) cent per gallon for each gallon of Lessee's gasoline sold from the premises each month, during the terme hereof, payable monthly, on the tenth day of the 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' written notice to lessee. Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall

be deemed payment of such rental. X-And to paint same as and when necessary in opinions of lessee. As Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the terms of this lease, X,. 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 wight to apply accruing rentals for the purpose of reimbursing itself. if, Muring 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.

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5- Removel of Property. Lessee shall have the right at any time during ther continuance 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 renewal thereof.
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- (6)- Lessee's right of termination- Should the styructures 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.
- (7), Damages for Defect in Title. Lessor covenants that he is well seized of said premise, has a good right to lease the same and warrants and agrees to defent the title therefo; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance of defect in such 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 fights of the holder of such lien, and be 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 demises 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 finure 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.

WITNESS: W F Huddleston, Jr WITNESS: William Eddens

Myrtle N. Veazey (Lessor)
R L Veazey (Lessor)
The Texas Company (LESSEE)
By E F Dattner

THE STATE OF ALABAMA, COUNTY OF SHELBY)

I, A R Busby, a Notary Public in and for said County in said State, hereby certify that on the 27 day of June 1932, came before me the within named Myrtle N. Veazey, known to me (or made known to me) to be the wife of the within named R.L. Veazey, who, being examined separate and apart from the husband, touching her signature to the within named instrument, acknowledged beforeme that, being informed of the contents of said instrument, she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of her husband.

Given under my hand and seal of office, this the 27 day of June, 1932.

My commission expires Jan 1935.
THE STATE OF ALABAMA,

COUNTY OF SHALBY)

AR Busby, Notary Public in and for Shellby County, Alabama,

I, A R Busby, a Notary Public in and for said County, in said State, hereby certify that R L Veazey, whose names is signed to the foregoing contrument, and who is known to me, acknowledged before measurement 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 undermy hand and seal of office, this the 27 day of June, 1932.

A R Busby, Notary Public in and for Shelby County Alabama.

My commission expires Jan 1935
Apprived as to: TERMS: C H Barrett Description C H Barrett Form

STATE OF ALABAMA, SHELBY COUNTY) I, age Head, Judge of Probate hereby certify that the within instrument was filed for record in this office September 1st 1932, and recorded in record 95 and page 98, of deeds, and redorded December 26th, 1932.

Cage Head, Judge of Probate.

(Held up on account of pay) ment of fees, etc

STATE OF ALABAMA.

SMELBY COUNTY

I hereby certify that

Simple on the within has been paid on the within instrument as required by law.

CAGE MEAD,

SUDGE OF PROBATE