Agreement dated the 10th day of October, 1932, by and between E J Pike Route #1, Helena, Ala. (lessor) and The Texas Company, a corporation, of Deleware, 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 the City of Route # 1 Helena, Akahama, County of Shelby, State of Alabama, described as follows:

Commencing at ab; point approximetely 500 yards south of center of bed of Cahaba River on E.S. Highway, # 31, thence south parallel with and fronting on U.S. Highway # 31, for a distance of 50 feet, thence east a distance of 50 feet, thence north a distance of 50 feet, thence west a distance of 50 feet to point of beginning, same being located in Section 25, Township 19, range 3 west.

(Co. file# NO.22138)

(2.) Term. TO HAVE AND TO HOLD for the term of One years, from and after the 1st day of October, 1932, 6)ct. 1st, 1932) 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 that certain commission agency agreement between The Texas Kompany and F J Pike dated October, 1st, 1932, or any agreement supplementary thereto or in lifet thereof or any future agreement, between the lessee as principals, and another as agent for the sale by the latter on behalf of the former of petroleum products or for the other commodities at or from the demised premises.

A sum equal to one (1c) cent 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 bollowing 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 time at any/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.

And to paint same as and when necessary in the opinion of 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 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, andhave 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). Removel pf Property. Lessec shall have the right at any time during the 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.

- (6) Lessee's Right of Termination- Should the structures on said premises by destroyed by fire or storm, or should leasee 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 Befett in Title. Lessor covenants that he is well seized of said premises, has a good right to lease the same, and warrants and agrees to defend the title thereto: and to reimburse sand hold lessee harmless from all danages and expenses which lessee may suffer by reason of any reptrictions, encumbraces, or 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 thay 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 ut shall be subrogated to all the fights of the holder of such lien, and in addition thereto shall have the fight to apply abcruing rental's 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.
- (9)-Successors and Assigns- This agreement shall be binding upon and shall enure 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: E A West WITNESS

W B West

(Leszor) F.J. Pike

The Texas Company (Lessee) By F E Datner

STATE OF ALABAMA. I, Frank Miller a Notary Public in and for said County, in said Statle, COUNTY OF SHELBY) hereby certify that F J Pike, 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, he executed the same voluntarily on the day the same bears date. Given undermy hand and seal of office this 12 day of October, 1932. My commission expires 1935

Frank Miller, Notary Public in and for Shelby County, Alabama.

ASSENT OF OWNER. In considerationa of the sum of one dollar (\$1.00) and other good and valauable consider eration to me in hand paid by The Texas Company, a corporation, the receipt of which is hereby acknowledged, I W T Caldwell, the legal owner of the property described-in the sublease from E J Pike, to the Texas Company do herby agree to be bound by all the terms and covenates and conditions of said sublease. If the lease dated September 50th, 1932 between myself and F J Pike as lessee is for any reason terminated before expiration of the term created by the said sublease to The Texas Company I hereby agree to permit The Texas Company, at its option, to continue in possession of said premises as a tenant of the undersigned for the balance of the term and under the same conditions and covenants as contained in the said lease dated September, 30th, 1932, between E J Pike as lessee and myself as Lessor. In witness whereof, I have herunto set my hand and seal this 12 day of Oct, 1932.

(SEAL) W T Caldwell WITNESS WB WEST WITNESS F A WEST

Approved as to ; Terms; T E Horton Description T E Horton, Form R E Dowdey STATE OF ALABAMA, SHELBY COUNTY)

I, age Hega, Judge of Probate hereby certify-that-the ithin instrument was filed for re ord in this office December 21st 1932 and recorded in Deed Record 95 and page 99 and examined, December 26th ,1932, Cage Head, Judge of Probate.

> STATE OF ALABAMA SMELBY COUNTY.

I hereby certify that has been paid on the within institutiont as required by

> CACE MEAD, NUDGE OF PROBLE