

Agreement dated the 24th day of August 1932, by and between Clifton Davis, Keystone, Alabama U.S. # 31 Birmingham-Montgomery Highway. (lessor) and THE TEXAS COMPANY, a corporation, of Delaware, 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 Kaystone, County of Shelby, State of Alabama, described as follows: Beginning at a point in the Western boundary of Birmingham-Montgomery Highway where it is intersected by the Southern property line of Keystone Lime Company's property, marked by an iron stake; thence running in a Southerly direction 100 feet; thence in a Westerly direction 40 feet; thence in a Northerly direction 100 feet; thence in an Easterly direction 40 feet to point of beginning. This property is a portion of a NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 25, Township 20, Range 3 West, property being situated in Shelby County, Alabama.

Property is bounded on the East by the Birmingham-Montgomery Highway and on the South by the property of Clifton Davis, on the West by the property of Clifton Davis, and on the North by the property of Keystone Lime Company.

(2)-Term- TO HAVE AND TO HOLD for the term of Two years, from and after the 24th day of August Nineteen Hundred thirty two (Aug. 24th 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 (a) that certain commission agency agreement between The Texas Company, and May Walker, dated Aug 24, 1932, 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 by the latter on behalf of the former of petroleum products or other commodities at or from the demised premises.

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

A sum equal to one (1 $\frac{1}{2}$) 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 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.

and to paint same as and when necessary in 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 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 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 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 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 premises, has a 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 restriction, encumbrance 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 they become due. If lessor shall 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 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 B Walker

Witness: W E Huddleston

Clifton Davis (Lessor)

The Texas Company (Lessee)
By E F Danner,

STATE OF ALABAMA, SHELBY COUNTY)

I, Henry W Naish, a Notary Public in and for said County, in said State, hereby certify that Clifton Davis, whose name is signed to the foregoing instrument,

and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he executed the same voluntarily on the date the same bears; Given under my hand and Official seal, this 25 day of Nov AD 1932.

Henry W. Naish,
Notary Public in and for Shelby County,
Alabama.

My Commission expires, June 16 1934.

SEAL

Approved as to: Terms C B Barrett Description C B Barrett Form-----

STATE OF ALABAMA,
SHELBY COUNTY)

I, Cage Head, Judge of Probate hereby certify that the within lease was filed for record in this office January 15th, 1933 and recorded in deed record 95 and page 169 and examined, January 27th, 1933

Cage Head, Judge of Probate.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50.00 Privilege Tax
has been paid on the within
instrument as required by
law.
CAGE HEAD,
JUDGE OF PROBATE