AGREFMENT dated the 25th day of January, 1933, by and between Oden-Elliott Lumber Company, 901 North 24th Street, Birmingham Ala., (lessor) and The Texas Company, a corporation of Deleware, having-a-splace of business at Birmingham, Ala., (18ssee)

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

Commencing at a point on south side of Florida Short Route, One (2) mile west of section line of sections 31-32, running west, parallel to and fronting on Florida, Short Route Highway for a distance of 200 feet, thence south a distance of 100 feet/ east a distance of 200 feet, thence north a distance of 100 feet to point of beginning. Same being located in Sed. 31 TS 19 R 2 W.

TT Co., File NO22827

Terms - TO: HAVE AND TO HOLD for the term of four years and eight months, years, from and after the 1st day of February, Nineteen Hundred Thirty Three. (Feb let, 1933) but subject to termination by lessee at the end of the first year, or any subsequent year upon thirty days! (30) 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 She Texas Company and T.C. Payne, dated Feb-1st, 1933, or any agreement supplementary thereto or in lieu thereof or 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 any other commodity at or from the demised premises.

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

A sum equal to one (lø) 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 hext 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 mananger 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 lessee 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 terms of thie lease, In the event of his failure to do so, lessee may, at its option either terminate the Mease on thirty (30) days! notice to lesser, 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 thereby by lessee is materially interfered with, the rent accring during

such period shall be abated.

- (5). Remotal 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 lesses placed on said premises by lessee during the term of this or any previous lease, or any extension of 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 pretroleum 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 rainhhurse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restrictions encumbrance or defect in such title.
- (8). Raxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which rare or may become a lien on the demised premises and improvements as thay become due. If lessor should fail to do so, lessee shallmhave 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 whave the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foredlosure 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). Sucessors and qAssigne. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors an assigns.

In Witness Whereof lessor and lessee have hereunto subscribed their names the day and year first above written. Oden-Elliott Lumber Co. Inc. Witness G P McCracken Witness W B West

ByJ W Oden, Presi By-J R Oden Sec

The Texas Company (lessee) By E E Dattner. STATE OF ALABAMA, COUNTY OF JEFFERSON)I, Malcolm a Notary Public in and for said County, in said State, hereby certify that J.W.Oden, and J.R.Oden, whose names as President and Secretary -Treaturer of Oden-Elliott, Lumber Co., are signed to the foregoing instrument, and whomaare known to me, acknowledged before me on this day that, being informed of the contents of salld instrument, they as such officers and with full authority, they executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 26 day of January, 1933. Malcolm Harden, Notary Public in ald for Jefferson My commission expires 2-29-36 County, Alabama.

Approved as to Terms-CB Barbett Description CB Barnett Recorded in deed record 95 and page 216 and examined, Feb 20th, 1933, Cage Head, Fadge of Probage