

## LEASE

AGREEMENT dated the 20th day of June 1933, by and between Oden-Elliott Lumber Company, 901 North 24th Street, Birmingham, Ala., (lessor) and the Texas Company, a corporation of Delaware, having a place of business at Birmingham, Alabama, (lessee).

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

Commence at a point on northeast side of Florida Short route 1500 feet northwest of intersection of Leeds-Pelham road and Florida Short Route, running northwest, parallel with and fronting on Florida Short Route for a distance of 100 feet, thence northeast for a distance of 100 feet, thence southeast for distance of 100 feet, thence southwest for a distance of 100 feet to boundary of Florida Short Route, and point of beginning. Same being located in Section 31, Township 19, Range 2 West.

(2)-Term. TO HAVE AND TO HOLD for the terms of Five years and three months from and after the First day of July Nineteen Hundred Thirty three (July 1 1933) 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 Company and J.W.Oden dated July 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 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¢) 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 installments 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, 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.

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair, during the term of this lease and to paint same as and when necessary in the opinion of the lessee. 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 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 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 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.

It is further understood and agreed that the lessor may terminate this lease at

any time after October 1st, 1935 by sixty days prior written notice to lessee and by reimbursing lessee for installation cost of equipment and for unused portion of privilege license.

IN WITNESS WHEREOF, lessor and lessee have hereunto subscribed their names the day and year first above written.

Oden-Elliott Lumber Co.  
By J W Oden, Pres.  
J R Oden Secy & Treas (Lessor)

The Texas Company (Lessee)  
By E R Dattner

STATE OF ALABAMA,  
COUNTY OF JEFFERSON)

I, W Wallace Wilson, a Notary Public in and for said county in said state hereby certify that J W Oden, and J R Oden, whose names as Pres. and Sec. & Treas. of Oden-Elliott Lumber Company are aigned to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 21st day of June 1933.

W Wallace Wilson,  
Notary Public in and for Jefferson County, Alabama.

Approved as to Terms: C B Barnett, Description C B Barnett.

State of Alabama,  
Shelby County)

Filed for record in this office August 21st day of August 1933 at 1 o'clock pm and recorded in deed record 95 and page 453-34 and examined.

Cage Head, Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

CAGE HEAD,  
JUDGE OF PROBATE