

T. T. Co., File No.

LEASE

AGREEMENT dated the 23rd day of July 1932 by and between

John C. Cathran, Lessor and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas, (Lessee)

(1) - Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, N.C., County of Greenville, State of South Carolina, described as follows:

Beginning on the North east corner at the intersection of Scott Street and Camp Road running east, along north side of Camp Road, at first to a point thence North 20 feet to a point, thence East 50 feet to a point thence South, running along that side of Scott Street, 50 feet to a point of beginning.

Bound on the north and east by property of O. C. Cathran, on the east by Scott Street and on the south by Camp Road.

(2) - Term. TO HAVE AND TO HOLD for the term of 1 year, Nineteen Hundred Thirty Two (1932) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice to a lessee to lessor.

Provision for the withdrawal of the property of O. C. Cathran, on the east by Scott Street and on the south by Camp Road.

(3) - Rent. Lessor agrees to pay the following rent for said premises:

to amount equal to one cent (1%) for each gallon of Lessee's gasoline sold from said premises each month during the term hereof, payable 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' notice to lessee.

(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 opinion of Lessee.

(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 situated on or in and 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 situation on said premises be determined by fire or storm, or should said business for any reason in Lessee's judgment become unprofitable, 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 incur 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 shall or may become a lien on the demised premises and improvements as they become due.

(9) - Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF Lessor and Lessee have hereunto subscribed their names the day and year first above written.

Witness: John C. Cathran (Lessor) and THE TEXAS COMPANY (Lessee)

Attest: S. C. Stamps \$ 1.00 and U. S. Stamps \$ 1.00 (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me W. S. Hazzard (witness)

who being duly sworn says that he saw the within named John C. Cathran sign, seal and as he is duly sworn, deliver the foregoing instrument for the purpose therein mentioned.

and that he with Mrs. F. C. Cathran (witness) witnessed the execution thereof.

Sworn to before me this 23rd day of July, A. D. 1932. W. S. Hazzard (Notary Public in and for Greenville County, S. C., or the state at large.)

Approved as for Terms: J. M. Brackington, Description: J. M. Brackington

This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded: Sept. 15, 1932 at 8:15 o'clock. A. M.