

T. T. Co. File No. 19468 A

LEASE

AGREEMENT dated the 26th day of August 1932, by and between

G. W. Williams, Greenville, S. C.

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 R.F.D. County of Greenville, State of South Carolina, described as follows:

Beginning on the corner at the Southeast intersection of Franklin and Buncombe Roads and running South, along east side of Buncombe Road, 100 feet to a point, thence East 100 feet to a point, thence North 100 feet to a point, thence West, running along south side of Franklin Road, 100 feet to the point of beginning.

Bounded on the South and East by property of G. W. Williams, on the North by Franklin Road and on the West by the Buncombe Road.

(2) Term. TO HAVE AND TO HOLD for the term of Five, years from and after the twenty-first day of August 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 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 as agency agreement between The Texas Co. and H. H. Hill dated Aug. 21, 1932 or (b) any agreement supplementing 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-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 lessor. 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 refunding 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 or in 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 structure on said premises be destroyed by fire or storm, or they be leased for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said premises 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 charges 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 lessee should fail to do so, lessee shall have the right either to make such payment 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 inure to the benefit of the parties hereto and to their respective successors or assigns.

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

Witness: R. L. Harris,

Witness: H. H. Hill

Attest: X

G. W. Williams, (SEAL) (Lessor)

THE TEXAS COMPANY (Lessee)

By: E. E. Dattner,

16 cents.

S. C. Stamps \$ and cents.

U. S. Stamps \$ and cents.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me R. L. Harris, (witness)

who being duly sworn says that he saw the within named G. W. Williams,

sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned.

and that H. H. Hill (witness) witnessed the execution thereof.

Sworn to before me this 26th day of

Aug. A. D. 1932

W. A. Jones, (L. S.)

Notary Public in and for Greenville County, S. C., or the state at large.

My commission expires at the pleasure of the Governor.

Approved as to: Terms C. B. Barrett Description C. B. Barrett Form X

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.

Approved: X

Recorded October 14th 1932 at 8:15 o'clock A. M.