

T. I. Co., File No. 11829 A LEASE
AGREEMENT made this 13th day of September, 1932, by and between

Palham Mill, Palham, S. C. and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee) Palham County of Greenville, State of South Carolina. Described as follows:

Beginning on the Southwest corner at the intersection of Palham Road and Main Street and running south, along west side of Main Street, 150 feet to a point thence West 150 feet to a point, thence North 150 feet to a point, thence East 150 feet to the point of beginning.

Property bound on the North by Palham Road, on the South and West by property of Palham Mill and on the East by Main Street.

(2) Term: TO HAVE AND TO HOLD for the term of Five years from and after the 22nd day of September, 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 case of the cancellation or termination in any manner of (a) that certain commission as same appears in hereon. The Texas Co. and Palham Mill dated Sept. 22, 1932

(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 re-occupy the 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, and have the right to apply accounting records for the purpose of reimbursing itself.
(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 should lessee for any reason be prevented from establishing or conducting the business of distributing petroleum products on said premises, or should said business for any reason in lessee's judgment become unprofitable, 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 warrants 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 premises, in which event it shall be obligated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accounting records in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said premises and improvements, shall have the right to pay 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: S. L. Styles, J. O. Stewart Secty. (SEAL)
Witness: R.W. Prasall, H. T. Crigler, (SEAL) (Lessor)
Attest: X By E. E. Dattner, THE TEXAS COMPANY (Lessee)

S. C. Stamps \$0 and 36 cents.
U. S. Stamps \$0 and 00 cents.
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me S. L. Styles, who being duly sworn says that he saw the corporate seal of the Palham Mill affixed to the foregoing instrument and that he also saw R. T. Crigler, President and J. O. Stewart, Secretary of said corporation sign and attest the same, and that he, the undersigned, witnessed the execution and delivery thereof as the act and deed of said corporation.

Sworn to before me this 13th day of Sept. A. D. 1932. S. L. Styles, 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 for Terms: C. B. Barrett Description: C. B. Barrett Form: B. E. Dowdy.

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: November 15th 1932 at 8:15 o'clock A.M.