

T. T. Co. File No. 19048 A

LEASE

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

A. H. Cochran, Greenville, S. C., R. F. D.

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 Northeast corner at the intersection of the Whitehorse Road and the Piedmont Road and running North, along the East side of the Piedmont Road 60 feet to a point, thence East 60 feet to a point, thence South 60 feet to a point, thence West 60 feet to the point of beginning.

Property bounded on the North, East and South by property of A. H. Cochran and on the West by the Piedmont Road, State Highway #30.

(2) - Term. TO HAVE AND TO HOLD in the term of Five (5) years from and after the 21st day of August 1932, 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 in time from Lessee to Lessor. Provided, however, that the Lessee, at its option may terminate this agreement at any time upon ten (10) days' written notice in case of the cancellation or termination in any manner of all or certain portions of any agency agreement between The Texas Co. and A. H. Cochran, dated Aug. 21, 1932 or (3) any agreement supplementary thereto or in lieu thereof, or of any future agreement between the Lessee, as principal, and another, as agent, by the latter on behalf of the former of petroleum products or other commodities as set forth in the demised premises.

(3) - Rent. 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 Lessor 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 the 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 remove 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 or said premises be destroyed by fire or storm, or should there be any reason in Lessee's judgment to 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 warrants that he is a well-served and competent landowner, 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 are or may become a lien on the demised premises and improvements as they become due. If Lessee shall fail so to do so, Lessee shall have the right to pay the same, and in addition Lessee shall have the right to apply accounting credits 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 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 hereunto subscribed their names the day and year first above written.

Witness: S. L. Styles, R. L. Harris, A. H. Cochran, (SEAL) THE TEXAS COMPANY (Lessee), E. E. Dattner. S. C. Stamps \$0.24 and U. S. Stamps \$0.00 (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. L. Styles, (witness) who being duly sworn says that he saw the within named A. H. Cochran, his sign, seal and as act and deed, deliver the foregoing instrument for the purpose therein mentioned, and that R. L. Harris, (witness) witnessed the execution thereof.

Sworn to before me this 23rd day of August A. D. 1932 J. A. Tinsley (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: G. B. Barrett, Description: G. 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.