

T. F. Co., File No. 22196

LEASE

AGREEMENT dated the 25th day of November 1932 and between Mr. T. P. Wood, Tigerville, S. C.

and THE TEXAS COMPANY, a corporation of Oklahoma, having a place of business at Houston, Texas, (Lessee) (B) - Premises leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Tigerville, County of Greenville, State of South Carolina, described as follows:

Beginning at an iron pin three tenths of a mile North of the Northeast intersection of the Highland and Tigerville Roads and running North, along East side of the Tigerville Road, 100 feet to a point, thence East 100 feet to a point, thence South 100 feet to a point, thence West 100 feet to the point of beginning. Bounded on the North, East and South by property of T. P. Wood and on the West by the Tigerville Road.

(2) - Term. TO HAVE AND TO HOLD for the term of One (1) year from and after the 23rd day of November (Nov. 23, 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 (10) days' written notice to lessor in any manner of law that certain commission as agency agreement between The Texas Co. and T. P. Wood, Nov. 23, 1932 or (B) any agreement supplementary thereto or in lieu thereof, in which 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 near the demised premises.

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

A sum equal to 1/8 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. In the event of his failure to do so, lessee may, at its election, 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 recovery therefor to the expense of lessor. 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 Premises. 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) - Lessor's Right of Termination. Should the operation on said premises be discontinued 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 or 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 demised premises and improvements, as to which they become due. If lessor 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 added to the rights of the holder of such lien, and in such case lessee shall have the right to apply recovery therefor in satisfaction of such obligations; or lessee, at the event of foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to file a claim to the proceeds of said sale and improvement 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 set their names the day and year first above written.

Witness: S. L. Styles, F. L. Harris T. P. Wood, (SEAL) THE TEXAS COMPANY (Lessee)

Attest: X By E. E. Dattner, S. C. Stamps \$ 0 and .08 cents. U. S. Stamps \$ and cents. (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 T. P. Wood, sign, seal and as his set and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with P. L. Harris, (witness) witnessed the execution thereof.

Sworn to before me this 25th day of November A. D. 1932 S. L. Styles, 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: C. B. Berrett Description: C. B. Berrett 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: Z

Recorded: February 18th, 1933 at 8:10 o'clock A. M.