

T. T. Co. File No. 8799A

LEASE

AGREEMENT dated the 16th day of May 1933, by and between M. C. Smith, Simpsonville, 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 Simpsonville, County of Greenville, State of South Carolina, described as follows:

Beginning at the Southeast intersection of Curtiss and Hedge Streets and running South, along the East side of Hedge Street, 75 feet to a point; thence East 75 feet to a point; thence North 75 feet to a point; thence West, along the South side of Curtiss Street, 75 feet to the point of beginning, including thereon one 18' x 40' Brick Veneer Station.

Property bounded on the West by Hedge Street, on the South and East by property of M. C. Smith and on the North by Curtiss Street.

(2) - Term. TO HAVE AND TO HOLD for the term of one year and after the First day of April Nineteen Hundred Thirty-three (1933) 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 thirty (30) days' written notice in event of the cancellation or termination in any manner of (a) that certain commission as shown on agreement between The Texas Company, and H. V. Balcombe dated April 1, 1933 on (b) any agreement supplementary thereto or in lieu thereof, or on 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 or on from the leased 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 Lessee at Houston, Texas, Lessee shall then have the right to terminate this lease on thirty (30) days' notice to Lessee.

(4) - Maintenance. Lessee 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 his election, terminate this lease on thirty (30) days' notice to Lessor, or make the necessary repairs, at the expense of Lessee, and have the right to apply accounting receipts for the purpose of reimbursing itself. In the event 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 erect 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 operation on said premises be discontinued for a term, or should Lessee for any reason in Lessee's judgment become unable, burdensome, Lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the actual termination shall be printed in the Act of such termination.

(7) - Damages for Defect in Title. Lessee covenants and warrants to Lessor that the premises here leased are free from any restriction, encumbrance or defect in such title.

(8) - Taxes and Encumbrances. Lessee agrees to pay all taxes, assessments and obligations which are or may become a lien on the leased premises and improvements as they become due. If Lessee should fail to do so, Lessor shall have the right either to make such payment for the account of Lessee, 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 against the proceeds of such lien, or Lessee, in the event of a foreclosure of any such lien and the sale of said leased 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 each and shall run 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: E. V. Balcombe, L. E. Anderson,

M. C. Smith, (SEAL) THE TEXAS COMPANY (Lessee) By E. E. Dattner,

Attest: S. C. Stamps \$ .00 cents. C. S. Stamps \$ .00 cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me L. H. Anderson, (witness) V. C. Smith, (witness) who being duly sworn says that he saw the within named his sign, seal and as set and deed, deliver the foregoing instrument for the purpose therein mentioned, and that he with H. V. Balcombe, (witness) witnessed the execution thereof.

Saw to before me this 16th day of May A. D. 1933 L. H. Anderson, F. M. Gifford, (L.S.) Notary Public in and for the State of S. C. 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:

Recorded September 2nd, 1933 at 8:15 o'clock A. M.