

T. T. Co., File No. 23520

LEASE

AGREEMENT dated the 2nd day of May 1933 by and between A. R. Rodgers, Palzer, S. C.

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee)

(It is Premises Leased. Lessee hereby leases unto Lessee a tract of land, with the improvements thereon, in the City of County of Greenville, State of South Carolina, described as follows:

A lot of land located near the Town of Palzer, S. C., beginning at a point 602 feet north of the Saluda River Bridge and running north along the west side of State Highway #20, 40 feet to a point, thence west 40 feet to a point, thence south 40 feet to a point; thence east 40 feet to State Highway #20 and point of beginning. This property is located approximately one mile north of the Town of Palzer, S. C., on State Highway #20. Property is bounded on the east by State Highway #20 and on all sides by other property of W. L. Welborn.

WARRANT OF TITLE: In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to me in hand, paid by The Texas Company, a corporation, the receipt of which is hereby acknowledged, I, W. L. Welborn, the legal owner of the property described in the sublease from A. R. Rodgers to The Texas Company do hereby agree to be bound by all the terms and covenants and conditions of said sublease. If the lease dated (verbal monthly rental agreement) between A. R. Rodgers as lessee and myself as lessor is for any reason terminated before expiration of the term created by said sublease to The Texas Company, I hereby agree to permit The Texas Company, at its option, to continue in possession for the balance of the term and under the same conditions and covenants as contained in said sublease dated May 2, 1933. L. P. Green, Witness W. L. Welborn, (SEAL)

(C) Term. TO HAVE AND TO HOLD in full force and effect from and after the 2nd day of May 1933 for the term of Nineteen Hundred Thirty-three (1933) years from and after the date of this lease.

to terminate 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 in any manner of (a) that certain commission agency agreement between The Texas Company and A. R. Rodgers, dated May 2, 1933 or (b) any agreement supplementary thereto in full compliance with any letter agreement between the Lessee, as principal, and another, as agent, for the sale by the latter on behalf of the Lessee of petroleum products or other commodities at or from the demised premises.

(3) - Rent. Lessee agrees to pay the following rent on the 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 30 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. Lessee agrees to maintain said premises and improvements in good repair during the term of this lease to point same as and when required by the Lessee. 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 against rentals for the purpose of such repairs. If, during the time the premises are undergoing repairs, the use hereof 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 term of this lease or within thirty (30) days after its termination to cover and remove all fixtures, equipment and other property of Lessee placed on or attached to the premises during the term of this or any previous lease, or any extension or renewal of the lease.

(6) - Lessor's Right of Termination. Should the structure or any improvements on the said premises for any reason in Lessee's judgment become unreasonably hazardous or otherwise dangerous to the business of distributing petroleum products on the premises, or should the structure or any improvements be damaged or destroyed by fire, flood, or other cause, Lessor may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be terminated to the date of such termination.

(7) - Damages for Default in Title. Lessor warrants that he is well seized of said premises, has good right to lease the same, and covenants 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. Lessee agrees to pay all taxes, assessments and obligations which Lessee may incur by reason of any restriction, encumbrance or defect in such title. Lessee shall also be bound to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. In case of any such taxes, assessments and obligations, Lessee shall have the right either to make such payments 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 Lessee shall have the right to apply against rentals in satisfaction of such obligations; or Lessee, in the event of a foreclosure of any such lien and the sale of such 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 Lessee and Lessor have hereunto subscribed their names the day and year first above written.

Witness: L. P. Green A. R. Rodgers, (SEAL) (Lessor)
Witness: J. Mac Carlisle THE TEXAS COMPANY (Lessee)
E. E. Duttner,

Attest: S. C. Stamps \$ 12 cents.
U. S. Stamps \$ cents.
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Anderson, L. P. Green, (witness), Personally appeared before me A. R. Rodgers, who being duly sworn says that he saw the within named his set and deed, deliver the foregoing instrument for the purpose therein mentioned.

sign, seal and as J. M. Carlisle, (witness) witnessed the execution thereof, and that he with L. P. Green, sworn to before me this 2 day of May A. D. 1933.

P. E. Bradshaw, (I. S.) Notary Public in and for Anderson County, S. C. My commission expires at the pleasure of the Governor. B. E. Dowdy.

Approved as to Terms: J. H. Brockington, Description: J. H. Brockington, Form: 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.