

T. T. Co., File No. 1866 B

LEASE

AGREEMENT dated the 13th day of November, 1936, by and between J. M. Warner, Greenville S.C. Lessee

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessor) County of Greenville, State of South Carolina, described as follows:

Lot of land located just outside the city limits of Greenville, S.C. Beginning at intersection of Washington Street and National Highway No. 2 running northwardly 90 feet to a point; thence southwestwardly 125 feet to Washington Street; thence southeastwardly 90 feet to a point of beginning, said lot being triangular in shape and bounded east by National Highway No. 2, north by property of J. M. Warner and south west by Washington Street.

(2) Term TO HAVE AND TO HOLD for the term of Five (5) years from and after the first day of January, 1937.

(3) Rent. Lessee agrees to pay the following rent for said premises: \$1000 (One Thousand Dollars) per month, payable on or before the 10th day of each month next following the month for which payment is made. In addition, however, that for each year of the term hereof in which more than 75,000 gallons of lessor's gasoline shall be sold from the leased premises, lessee shall pay within thirty days after the expiration of each year an additional sum equal to one cent for each gallon of the gasoline so sold in excess of 75,000 gallons, provided that if this lease is terminated prior to the expiration of any contract year, then the additional rental, if any, shall be a sum equal to one cent for each gallon.

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease, and to pay and make the necessary repairs at the expense of lessee, and have the right to apply accounting records for the purpose of ascertaining such. If during the time the premises are undergoing repairs, the use thereof by lessee is interrupted with, the rent accruing during such period shall be abated.

(5) 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 continuing the business of distributing petroleum products on said premises, or should any other event occur in lessee's judgment to become unprofitable, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the usual obligation shall be permitted to the date of such termination.

(6) Taxes and Encumbrances. Lessee 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 should fail to do so, lessee 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 demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(7) 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: L.R. Turner, Harry P. Samplel, J. M. Warner (Lessee), THE TEXAS COMPANY (Lessor), Norman P. Baker, Real Estate Agent.

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me L.R. Turner (Witness) who being duly sworn says that he saw the within named J. M. Warner sign, seal and as Lessee and that he with Harry P. Samplel and that he with Harry P. Samplel sworn to before me this 13th day of November, A.D. 1936.



Approved as to Term: L.R. Turner, Description: G.C. Dattman, Form: J.M. Warner. THE TEXAS COMPANY, 4000 West Loop, Houston, Texas.

Vertical handwritten notes on the right margin: 'of lessor's gasoline sold in excess of that quantity which bears to the 1936 contract year bears to the whole year's production, however, that the rental shall not exceed the sum of \$900.00 per annum.' and 'J.T. Co. File No. 1866 B'.