2 30 **Vol. 168** **Form 1**

T. T. Co. File No. 702873

LEASE

AGREEMENT dated the 6th day of November 1936, by and between J. A. Curetoon Greenville 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 Greenville County of Greenville, State of South Carolina, described as follows:

Lot of land at the southeast corner of U. S. Highway #29 and Avondale Avenue. Beginning at the intersection of U. S. Highway #29 and Avondale Avenue and running east along Avondale Avenue 100 feet, thence in a southerly direction to North Main Street 150 feet, thence northwest along North Main Street to U. S. Highway #29 100 feet; thence north along U. S. Highway #29 90 feet to point of beginning. Bounded on the north by Avondale Avenue, on east by property of J. A. Cureton, on south by North Main Street and on the west by U. S. Highway #29.

(2)—Term. TO HAVE AND TO HOLD for the term of Five (5) years from and after the First day of February Nineteen Hundred Thirty Seven (1937) ~~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 days' prior written notice in event of the cancellation or termination in any manner of (a) that certain commission agency agreement between ... dated ... 19... or (b) any agreement supplementary thereto or in lieu thereof, or (c) 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 at or from the demised premises.~~

(3)—Rental. Lessee agrees to pay the following rent for said premises: $125.00 (One Hundred Twenty Five Dollars) per month payable on or before the 10th day of each month next following the month for which payment is made. It is understood however that for each year of the term hereof in which more than 144,000 gallons of lessee's gasoline shall be sold from the leased premises lessee shall pay within thirty days after the expiration of such year an additional sum equal to one cent for each gallon of its gasoline so sold in excess of 144,000 gallons; provided that if the 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 of lessee's gasoline sold in excess of that quantity which bears the same ratio or proportion to 144,000 gallons as the expired portion of such contract year bears to the whole year."

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. Lessee, at its option may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee and such application shall be deemed payment of such rental.

(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 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 accruing rentals for the purpose of reimbursing itself. 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. NB JAC

(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 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)—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 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 for Defect in Title. Lessor covenants 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 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 subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals 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.

(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.

(10.) Lessor hereby agrees to furnish paint and paint building once each year during the term of the lease according to Lessee's specifications.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: W. M. Buckheister
Witness: Roy W. Cureton

J. A. Cureton (Lessor)

THE TEXAS COMPANY (Lessee)

Attest: Reinhold Hekeler, Assistant Secretary

By Norman R. Baker, Real Estate Agent

CORPORATION SEAL

S. C. Stamps $ 3 and 00 cents.
U. S. Stamps $ 0 and 00 cents.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me W. M. Buckheister (witness) who being duly sworn says that he saw the within named J. A. Cureton sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned, and that he with Roy W. Cureton (witness) witnessed the execution thereof.

Sworn to before me this the 6th day of November A. D., 1936.

John R. Bates (L.S.)

W. M. Buckheister, Witness

Notary Public in and for South Carolina ~~County, S. C., or the state at large.~~

My commission expires at the pleasure of the Governor.

Approved as to: Terms R. E. Ware Description E. E. Dattner Form J. W. Pipkin

This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager as signature below.

Approved:

NOTARIAL SEAL

Recorded January 30th 1937, at 8:30 o'clock a. M.