

T. T. Co. File No. 9087 A

LEASE

AGREEMENT dated the 10th day of June 1932 by and between

Aurelia T. Rison, Greenville, S. C.

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

Greenville

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

Beginning at an iron pin 89 feet West of the Southern Railroad tracks crossing Fendleton Street in the City of Greenville, S. C., and running West along the North side of Fendleton Street, 92 feet to a point, thence North 66 feet to a point, thence East 92 feet to a point, thence South 66 feet to the point of beginning.

Bounded on the West, North and East by property of Aurelia T. Rison and on the South by Fendleton Street.

(2) - Term. TO HAVE AND TO HOLD for the term of Two years from and after the first day of July Nineteen Hundred Thirty-two (1932) until 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 as per agreement between... (b) any agreement supply... (c) any future agreement between the Lessor, as principal, and another, as agent, for the sale by the latter on behalf of the Lessor of petroleum products of other commodities at or from the demised premises.

(3) - Rental. Lessee agrees to pay the following rent for said premises: \$60.00 per month during the term of the lease, provided however, that no rentals shall accrue or become due until the premises herein described have been turned over to the Lessee for conducting its business.

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. 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, Lessor may, at its election either terminate the lease on thirty (30) days' notice to Lessor, or make the necessary repairs, at the expense of Lessee, 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. (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) - 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 Lessee for any reason in Lessee's judgment become unduly burdensome, Lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be prorated to the date of such termination. (7) - Covenants for Deed 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.

IN WITNESS WHEREOF Lessor and Lessee have hereto subscribed their names the day and year first above written.

Witness: R. L. Harris, Mary Seyle, Aurelia T. Rison, (SEAL) THE TEXAS COMPANY (Lessee) E. E. Dattner, S. C. Stamps \$ 60 cents. U. S. Stamps \$ and cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me R. L. Harris, Aurelia T. Rison, (witness) who being duly sworn says that he saw the within named sign, seal and as her act and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with Mary Seyle, (witness) witnessed the execution thereof.

Sworn to before me this 10th day of June 1932. G. M. Gifford, Notary Public in and for Greenville County, S. C., or the state at large.

Approved as to Terms: E. E. Dattner Description: P. J. Miles, Form: B. E. Dowdy.

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: X

Recorded October 14th, 1932 at 8:15 o'clock A. M.