

T. T. Co., File No. 22847

LEASE

AGREEMENT dated the 15th day of February 1933 by and between

N. Sue Simpson,
Piedmont, S. C. RFD
and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (Lessee)

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

Beginning at an iron pin on the Piedmont Road, State Highway # 20, 1-1/2 miles south of the Southwest intersection of the Piedmont & Whitehorse Roads and running South, along west side of the Piedmont Road, 75 feet to a point, thence West 75 feet to a point, thence North 75 feet to a point, thence East 75 feet to the point of beginning.

Bounded on the North, South and West by property of N. Sue Simpson and on the East by Piedmont Road, State Highway #20.

(2) - Term. TO HAVE AND TO HOLD for the term of Five years from and after the 15th day of February Nineteen Hundred Thirty-three (Feb. 15, 1933) 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 The Texas Company and J. A. Simpson, dated Feb. 15, 1933 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 Lessee of petroleum products or other commodities at or from the Lessee's premises.

(3) - Rental. 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, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee.

(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 accounting methods for the purpose of reimbursement. 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 all 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 other cause, or should lessor 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 lessor's judgment become unprofitable, lessee may terminate this lease upon giving ninety (90) days' written notice, at which event the rental obligation shall be prorated to the date of such termination.

(7) - Damages for Defect in Title. Lessor warrants 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 incur by reason of any restriction, encumbrance or defect in said title.

(8) - Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which accrue or may become a lien on the defined 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 lessee shall have the right to apply against such lien in satisfaction of such obligations in lessee, in the event of a foreclosure of any such lien and the sale of said defined premises and improvements, shall have the right to buy in said taxes 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 hereunto subscribed their names the day and year first above written.

Witness: R. L. Harris, Mrs. N. Sue Simpson, (SEAL) (Lessor)
Witness: J. A. Simpson, THE TEXAS COMPANY (Lessee)
Attest: X By E. E. Dattner,
S. C. Stamps \$ 32 cents.
T. S. Stamps \$ cents.
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,
County of Greenville.
Personally appeared before me R. L. Harris,
who being duly sworn says that he saw the within named N. Sue Simpson,
sign, seal and as her act and deed, deliver the foregoing instrument for the purpose therein mentioned
and that he with J. A. Simpson, (witness) witnessed the execution thereof
Sworn to before me this 15th day of February, A. D. 1933
F. M. Bifford, (T.S.S.)
Notary Public in and for Greenville County, S. C., in the State of large.

My commission expires at the pleasure of the University.
Approved as for 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: X

Recorded April 26th 1933 at 8:20 o'clock A. M.