

T. T. Co., File No.

LEASE

AGREEMENT dated this 30th day of March, 1933 by and between Messrs. F. W. and E. B. Myron, Greenville, S. C. R. F. D.

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

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

Beginning at the intersection of the Farris Bridge and Parker Roads and running Southeast, along the Northeast side of the Parker Road 100 feet to a point, thence North 100 feet to a point; thence Southwest, running along the South east side of Farris Bridge Road, 100 feet to the point of beginning, lot being an equiangular triangle.

Bounded on the Northwest by the Farris Bridge Road, on the Southwest by Parker Road and on the East by property of F. W. and E. B. Myron.

(2) Term. TO HAVE AND TO HOLD to the term of Five years from and after the first day of April, Nineteen Hundred Thirty Three (1933) but subject to termination by the lessor at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessor to lessee. Provided, however, that the Lessee, at its option may terminate this agreement at any time upon ten days' prior written notice in any manner of fact that certain commission agency agreement between The Texas Company and E. B. Myron dated April 1, 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 former of petroleum products or other commodities at or from the demised premises.

(3) - Rental. Lessor agrees to pay the following rent for said premises:

A sum equal to one cent 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 and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of lessor. 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 records 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 contents 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 character or use of said premises be changed by the owner thereof, or should lessee for any reason in lessor's judgment become a public nuisance, 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) - Damages for Default. 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 suffer by reason of any restriction, encumbrance or defect in such title.

(8) - Taxes and Excise Taxes. 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 lessee 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 accounting records in satisfaction of such obligations of 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 pay 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: L. H. Anderson
Witness: Herbert M. Farris

E. B. Myron (seal)
F. W. Myron (seal)
(Lessor)

Attest: THE TEXAS COMPANY (Lessee)
C. C. Dattner

S. C. Stamps \$ 76 cents
C. S. Stamps \$ cents
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
County of Greenville.

Personally appeared before me L. H. Anderson
who being duly sworn says that he saw the within named F. W. Myron and E. B. Myron
sign, seal and as they set and did, deliver the foregoing instrument for the purpose therein mentioned,
and that he with Herbert M. Farris (witness) witnessed the execution thereof.

Sworn to before me this 30th day of March, 1933 A. D. 1933
J. M. Rufford (A. S.) L. H. Anderson

Notary Public in and for Greenville County, S. C., or the state at large.
My commission expires at the pleasure of the Governor.
Approved as to Terms: C. B. Barrett Description: C. B. Barrett 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: August 4th, 1933, at 8:40 o'clock, A. M.