

T. T. Co., File No. 21166 LEASE AGREEMENT dated the 11th day of May 1932 by and between Frank J. Tripp, PALMER, S. C.

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Atlanta, Georgia, (Lessee) in the County of Greenville, State of South Carolina, described as follows:

A lot of land located on State Highway No. 24, beginning at a point 353 feet north of the Saluda River Bridge, Saluda River being dividing line between Anderson and Greenville Counties, South Carolina, running north along the east side of State Highway No. 24., forty feet to a point, thence east 120 feet to a point, thence south forty feet to a point, thence west 120 feet to State Highway No. 24., and point of beginning. Property is bounded on the west by State Highway No. 24, and on the north by property of Charles Bennett, and on the east by property of the Piedmont & Northern Railway Company, and on the south by property of the Bennett Estate.

(2)-Term. TO HAVE AND TO HOLD for the term of two years from and after the 11th day of May Nineteen Hundred Thirty-two (1932) 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 as per agency agreement between The Texas Company and Frank J. Tripp, dated May 11th 1932 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:

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 tenth 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 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 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) - Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason in lessor'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) - Prorated Rent 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 reversion, 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 hereunto subscribed their names the day and year first above written.

Witness: L. P. Green, Frank J. Tripp THE TEXAS COMPANY (Lessee) (Lessor) Witness: J. P. Young, E. E. Dattner, Attest: X By: S. C. Stamps \$ and 20 cents. U. S. Stamps \$ and cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Anderson, Personally appeared before me L. P. Green, (witness) who being duly sworn says that he saw the within named Frank J. Tripp, sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with J. P. Young, (witness) witnessed the execution thereof. Seen to before me this 11th day of May, A. D., 1932 L. P. Green, Paul E. Bradshaw, (L. S.) Anderson, My commission expires at the pleasure of the Governor.

Approved as to: 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: