

T. T. Co., File No. 10752

LEASE

AGREEMENT dated the 23rd day of August, 1932, by and between

J. D. Green, Greenville, S. C.

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

(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:

Beginning at an iron pin at the intersection of W. S. Highway # 76 and the Woodruff Road, and running 30 degrees Southwest 60 feet to a point, running along the East side of the U. S. Highway #76, thence East 60 feet to a point, thence 30 degrees Northwest 60 feet, running along west side of the Woodruff Road to the point of beginning.

Property bounded on the Northwest by U. S. Highway #76 on the South by property of J. D. Green and on the Northeast by the Woodruff Road.

(2) - Term. TO HAVE AND TO HOLD for the term of One (1) year from and after the twenty-first day of August, 1932, Nineteen Hundred Thirty-two, until 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 (10) days' written notice a copy of the cancellation or termination in any manner of (a) that certain commission as per agreement between The Texas Co. and J. D. Green dated Aug. 21, 1932 or (b) any agreement supplementing thereon or in lieu thereof, or in any future agreement when the lessor, as principal, and another, as agent, for the sale by the latter on behalf of the lessee of petroleum products or other commodities as or from the lessee.

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

(3) - Rentall. Lessee agrees to pay the following rent the said premises: 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 the ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessee 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. (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 or 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 entirely unprofitable, lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be terminated to the date of such termination. (7) - Damages for Default in Title. Lessee warrants that it is well seised of said premises, its 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 be lawfully required to pay by reason of any restriction, encumbrance or defect in title. (8) - Easement and Encumbrances. Lessee agrees to give all taxes, assessments and obligations of which or on said premises, or any improvements or improvements as they become due. If lessee should fail to do so, lessee shall have the right to pay the same, and the right to pay the same shall be a lien in favor of lessee, in the event of a foreclosure of any such lien and the sale of said 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 heirs, assigns, successors and assigns.

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

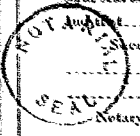
Witness: S. L. Styles, R. L. Harris, J. O. Green, (SEAL) THE TEXAS COMPANY (Lessor), E. E. Dattner

Attest: x S. C. Stamps \$ 04 cents, U. S. Stamps \$ cents, (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville, S. L. Styles, Personally appeared before me J. D. Green, who being duly sworn says that he saw the within named J. D. Green, his act and deed, deliver the foregoing instrument for the purpose therein mentioned.

he with R. L. Harris, (witness) witnessed the execution thereof.

Subscribed and sworn to before me this 23rd day of August, A. D. 1932, S. L. Styles, J. A. Tinsley, (L.S.), Greenville, County, S. C., or the state at large.



My commission expires at the pleasure of the Governor. Approved as for Terms: J. H. Brockington, Description: J. H. Brockington, 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: October 14th, 1932, at 8:15 o'clock A. M.