T. T. Co., File No. .....

# LEASE

**AGREEMENT** dated the Tenth day of December 19 32 by and between Mattie B. Burnwell of Greenville S.C. as trustee under the will of Roberts & Brooks deceased lessor (hereinafter called lessor) and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (Lessee) (hereinafter called lessee) National Oil Company State of Virginia

(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: All that certain lot of land situate in the City of Greenville S.C. and being known as the northeast corner of Main & Coffee and Richardson Streets with a frontage of 44 feet 6½ inches on Coffee Street and depth of 60 feet and a width of 20 feet 6 inches at the rear according to the plat of the City of Greenville S.C.

(2) Termination. A notice of three months in writing is required of said lessee should lessee desire to vacate said premises at the termination of this lease, and should the said lessor desire possession at like notice should be required, and in case such notice shall have been given by either party the said lessee shall have the right to remove and repossess said premises at the end of this lease, and if no such notice be given by either party, this lease shall continue in force for a like period as set forth in this lease subject to all the covenants and conditions herein contained.

(3)—Term. TO HAVE AND TO HOLD for the term of 21 st years from and after the 1st day of Jan. Nineteen Hundred Thirty (1930) 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 lessor, at his 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 agreement between ..... dated ..... 19 ..... or (b) any agreement supplementary thereto or in lieu thereof, or (c) any future agreement between the lessor, as principal, and another, as agent, for the sale by the latter of the lessee's motor fuels, or other commodities or products from the demised premises.

(4) During the term of this lease, lessee shall maintain all mechanical equipment on said premises and, and perform all repairs necessary, shall paint standards on said premises.

(5)—Rental. Lessee agrees to pay the following rent for said premises: Twenty ($20.00) Dollars per month payable on the 1st day of each and every month. Any fraction of the month of December 1932 to be paid for on a pro rata basis. The lessee is to run for a period of five (5) years beginning January 1, 1932 the lessee is granted the privilege for an option in this lease for a period of two years additional at the monthly rental of $ for six months provided the property is not sold or otherwise disposed of by the lessor prior to the termination of the first year. Lessee notifying lessor in writing of its intention to exercise the option on or before the expiration of the first year. Provided however that if any of the provisions of this lease are violated by lessee and such default shall not be cured within ten days after written notice of such default has been delivered to the Sales Manager of lessee at Norfolk, Virginia, Texas, lessor may cancel this lease on thirty (30) days' notice to lessee.

(6) Lessee agrees to maintain said premises and improvements in good repair during the term of this lease and to make any and when necessary repairs, alterations, or improvements, at its own cost and expense, and at the expiration of this lease, or sooner, if he shall so do, leave same, at its own cost and expense, in good repair, reasonable wear and tear excepted. Lessee shall have the right to remove all fixtures, equipment and other property of lessee placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(7) Lessee's Right of Termination. Should the operation of 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 or effects on said premises, or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate the lease upon giving ninety (90) days' written notice to lessor, and the rents hereunder shall be prorated to date of such termination.

(8) Damages for Defect 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.

(9) 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.

(10) 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, and may be assigned and the property herein described, sub-leased without the consent of the owner.

(11) Approval and signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee ~~unless~~ and until approved and signed on its behalf by an Executive Officer at the General Office in Richmond, Virginia.

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

Witness: George Mansfield

Witness: Virginia M. Gentry

Attest: M. A. Smith

Mattie B. Burnwell (Lessor)
as trustee under the will of
Roberts & Brooks deceased

~~THE TEXAS COMPANY (Lessee)~~

National Oil Company (Lessee)
By A. A. Cate

S. C. Stamps $ ..... and 48 cents.

U. S. Stamps $ ..... and ..... cents.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, City of Richmond
County of Greenville, City of Richmond } to-wit:

Personally appeared before me Clifford L. Bartholomew, a notary public for the City of Richmond, witness, who being duly sworn, says that he saw the within named A. A. Cate, Assistant General Manager of the National Oil Company, sign the name of said company to the foregoing writing bearing date on the 16th day of December, 1932, and that he saw the authority to sign same and the said witness witnessed the execution thereof.

Sworn to before me this 16th day of December A. D., 1932.

Clifford L. Bartholomew (L. S.)

Notary Public in and for ..... County, S. C., or the state at large.

My commission expires ~~at the pleasure of the Governor~~ Jan 28 1933

SEAL

Approved as to: Terms ..... Description ..... 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 Jan 15 1936 at 3:16 o'clock P. M.