

T. T. Co., File No. 8799

LEASE

AGREEMENT dated the 3rd day of February 1937, by and between Mr. M. C. Smith, Simpsonville, S.C.

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 Simpsonville, County of Greenville, State of South Carolina, described as follows:

Beginning at the southeast intersection of Curtis and Hedge Streets and running south along the east side of Hedge Street, 75 feet to a point; thence east 75 feet to a point; thence north 75 feet to a point; thence west, along the south side of Curtis Street, 75 feet to the point of beginning.

Property bounded on the west by Hedge Street, on the south and east by property of M. C. Smith and on the north by Curtis Street.

(2) - Term. TO HAVE AND TO HOLD for the term of five (5) years from and after the 1st day of April, 1937. Nineteen Hundred Thirty-seven (1937) last ending. 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... dated... 19... (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 same, by the latter in violation of the terms of such agreement or other agreement then in effect.

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

Thirty-five (\$35.00) dollars per month, plus an additional sum equal to one cent for each gallon of Lessee's gasoline sold from said premises each month during the term hereof in excess of 3500 gallons payable monthly 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, Lessee, at its option, may apply at any time

(4) - Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease... 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 term of this lease or within thirty (30) days after its termination to sever and remove any personal property 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 be prevented from establishing or continuing the business of distributing petroleum products on said premises, Lessee, at its option, may terminate this lease on thirty (30) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) - 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.

(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.

M. C. S.

M. C. S.

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

Witness: Agnes Richardson

Witness: D. L. Bramlett

Attest: Reinhold Hebel, Assistant Secretary

M. C. Smith, THE TEXAS COMPANY (Lessee), Norman R. Bowen, Real Estate Agent

U. S. Stamps \$ 0.00 and 00 cents. Real Estate Agent. U. S. Stamps \$ 0.00 and 84 cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me Agnes Richardson, (witness) who being duly sworn says that he saw the within named M. C. Smith

sign, seal and as witness, and that he, as and deed, deliver the foregoing instrument for the purpose therein mentioned.

and that she with D. L. Bramlett, (witness) witnessed the execution thereof.

Sworn to before me this 3rd day of February, A. D. 1937, D. L. Bramlett, Notary Public in and for South Carolina, Court & Greenville County.

My commission expires at the pleasure of the Governor. Approved as for: Terms: G. E. Ware, Description: E. C. Battelle, Form: J. N. Pipkin

This agreement not binding on THE TEXAS COMPANY until and until approved in writing by the Sales Manager or Assistant Sales Manager by signature thereon.

Approved:

Recorded May 25th 1937, at 8:30 o'clock A. M.

such rental or any installment thereof to the payment of any indebtedness hereon or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

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