

T. T. Co., File No.

LEASE

1935 by and between

AGREEMENT dated the 20th day of March
and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (Lessor)
and THE TEXAS COMPANY, a corporation of Greenville, having a place of business at Greenville, South Carolina (Lessee)

(1) Premises Located. 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 on the northeast corner at the intersection of Augusta Street and Clerks Alley and running in a northeasterly direction along Augusta Street 75 feet to a point, thence in a southwesterly direction 105 feet to a point, thence in a southwesterly direction 75 feet to Clerks Alley; thence northwesterly along Clerks Alley to point of beginning.
 Property bounded on the Northwest by Augusta Street, on the Northeast and southeast by property of the Ferguson Estate and on the Southwest by Malone Alley.

(2) Term. To have and to hold for the term of years,

Seventy days, May

Nineteen Hundred Thirty Five (1935) but subject

to termination by lessor at the end of the first year or one additional year upon thirty (30) days written notice from lessor to lessee, provided, however, that the lessee shall option not to renew this agreement at any time upon written notice fifteen (15) days in event of the cancellation or termination in any manner of (a) that certain commission or agency agreement between

(b) change or removal of supplemental clause in this clause, or (c) any future agreement between the lessor, its principal and another, or agent, for the sale by the latter of all or some of its present products or other commodities or from the demand of same.

(3) Rent. Lessor agrees to pay the following rent for said premises

Seventy Dollars (\$70.00) per month, payable monthly in advance during the term of the lease, provided however, that no rental shall accrue or become due hereunder until the premises described herein have been turned over to lessee for conduct and agrees that, if any installment missed shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessor 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 at the option of lessor, and have the right to apply recurring costs for the purpose of maintaining said. At closing the time the premises are undergoing repairs, the use thereof by lessee is hereby discontinued with the cost 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 lessor placed on or in said premises by lessor during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessor's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessor for any reason be prevented from establishing or maintaining the business of distributing petroleum products on said premises, lessor may terminate this lease for any reason in lessor's judgment hereinunder and lessor may terminate this lease upon giving notice (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) Damages for Detriment in Trade. Lessor warrants that he will repair all damages to said premises, his good right to lease the same, and warrants and agrees to defend the title to, and to warrant and hold lessor harmless from all damages and expenses which lessor may suffer by reason of any infringement, encumbrance or defect in such title.

(8) Taxes and Indemnities. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as rights of the holder of such lien, and in addition thereto, shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the such liens and the sole risk of said demised premises and improvements, shall have the right to lay in said premises and improvements for its own account.

(9) Successors and Assigns. This agreement shall be binding upon and shall come to the benefit of the parties hereto and to their respective successors or assigns.

Construction of Service Station. Lessor hereby covenants and agrees to construct or cause to be constructed upon the premises herein demised, for use of Lessee, a modern service station with concrete driveways, which will be completed, in accordance with plans and specifications mutually agreed upon and signed by Lessor and Lessee, which lessor and lessee have hereunto set their hands the day and year first above written.

Witness: L. H. Anderson

Witness: P. F. Harris

Attest: H. G. V.

R. D. Dobson (Seal)

THE TEXAS COMPANY (Lessor)

B. W. Dodge Vice President

S. C. Stamps \$... and 36 cents.
U. S. Stamps \$... and cents.
(Acknowledgment by Lessor)STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me, L. H. Anderson, P. F. Harris, (witness)
 who being duly sworn says that he saw the within named
 sign, seal and as *her*, act and do, deliver the foregoing instrument for the purpose therein mentioned
 and that *he* witnessed the execution thereof.

Swear to before me this, 20th day of March, 1935, A. D. 1935, (witness) witnessed the execution thereof.

J. H. Finlay, Notary Public in and for South Carolina, County, S. C. or the state at large.

My commission expires at the pleasure of the Governor.

Approved as to: Terms: G. E. Ward Description: E. E. Dattner Form: J. H. Pepple
 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 June 1

1935, at 8:30 o'clock A.M.