

T. T. Co., File No. 20480A

LEASE

AGREEMENT dated this 13th day of December 1936, by and between

Wilton H. Carls, Greenville, S.C. and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee)

(1) Premises. 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 the northeast corner of intersection of Academy Street and M & Lee Avenue thence running northwardly along Academy Street 100 feet; thence easterly 48 feet; thence southerly 100 feet to M & Lee Avenue; thence westerly 48 feet along M & Lee Avenue to point of beginning. Bounded on all sides by property of Ernest Laddard, on East by Misses M.R. H. and S.R. Colledge, on South by M & Lee Avenue and on the West by Academy Street.

(2) Term. TO HAVE AND TO HOLD for the term of Three (3) years from and after the date hereof, to-wit: 12/13/36, Nineteen Hundred Thirty Seven (1937), 1938 and 1939, with the option for the Lessee at the end of each year to extend the term of this lease for one year. Provided, however, that the Lessee at any time may terminate this agreement at any time upon ten days written notice to the Lessor. If the Lessee terminates this agreement before the expiration of the term hereof, the Lessor shall be bound to refund to the Lessee the amount of any advance payment of rent made by the Lessee.

(3) Rental. Lessee agrees to pay the following rent for said premises: \$120.00 (one hundred and twenty dollars) per month payable on or before the 15th day of each month, in advance, for which payment is made, provided, however, that no rent shall accrue or become due until the premises herein described have been let out over the lease for conducting its business.

and agrees that, if any installment thereof shall be due and unpaid 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 written notice to Lessee. Lessor, at its option, may apply at any time during the term of this lease to the court for an order of foreclosure, and in such event the term of this lease shall terminate on the date of such foreclosure. If the Lessee fails to pay the rent for any month, the Lessor shall have the right to apply to the court for an order of foreclosure, and in such event the term of this lease shall terminate on the date of such foreclosure. If the Lessee fails to pay the rent for any month, the Lessor shall have the right to apply to the court for an order of foreclosure, and in such event the term of this lease shall terminate on the date of such foreclosure.

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

Witness: J.D. Sanford, Rebecca Campbell, Wilton H. Carls (Lessor), THE TEXAS COMPANY (Lessee), By: Norman R. Baker, Real Estate Agent. U.S. Stamps \$ 3 and 0.00 cents.

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me J.D. Sanford who being duly sworn says that he saw the within named Wilton H. Carls sign, seal and as Rebecca Campbell act and deed, deliver the foregoing instrument for the purpose therein mentioned. Sworn to before me this 13th day of December, 1936, A. D., 1936, J.D. Sanford, Notary Public in and for South Carolina, My commission expires at the pleasure of the Governor.

Approved as for: Terms: 3 years, Description: C.C. Patten, Form: J.H. Pipkin. This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager or respective agents.

Recorded, January 30th 1937, at 8:30 o'clock, Greenville, S.C.

Vertical text on the right margin: "Copied on and filed in the office of the County Clerk of Greenville, S.C. on January 30th 1937. The amount of any advance payment of rent made by the Lessee shall be refunded to the Lessee at the expiration of the term hereof." - J.D. Sanford