

LEASE

AGREEMENT dated the 10th day of July 1936, by and between

St. J. C. Stone, Greenville, S.C. and THE TEXAS COMPANY (Lessee): a Corporation of Delaware, having a place of business at Houston, Texas.

(1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, South Carolina, described as follows: That lot of land located at the Southwest Corner of the intersection of East Pendleton Street and Aiken Avenue; Beginning at the Southeast Corner of said lot and running north along Aiken Avenue 60 feet to a point; thence west along Pendleton Street 52 feet 7 inches; thence south 60 feet to a point; thence east 52 feet 7 inches to the point of beginning, forming a rectangle.

Bounded on the north by Pendleton Street, west by property of W. P. A. Garrett, south by property of Miss Adelia Kelly and on the east by Aiken Avenue.

(2) Term. TO HAVE AND TO HOLD for the term 16th day of August

(3) Rental. Lessee agrees to pay the following rent for 2036, five (\$5.00) Dollars in Advance, during '36.

and agrees that, if any installment thereof shall be due and to lessee at Houston, Texas, lessor shall then have the right to (4) Maintenance. Lessor agrees to maintain said premises, so, lessee may, at its election either terminate the lease on the to apply accruing rentals for the purpose of reimbursing its interfered with, the rent accruing during such period shall be (5) Removal of Property. Lessee shall have the right sever and remove all fixtures, equipment and other property extension or renewal thereof. (6) Lessee's Right of Termination. Should the lessee establishing or continuing the business of distributing petroleum products, lessee may terminate this lease upon of such termination. (7) Damages for Defect in Title. Lessor covenants to send the title thereto; and to reimburse and hold lessee harmless or defect in such title. (8) Taxes and Encumbrances. Lessor agrees to pay improvements as they become due. If lessor should fail to do so, lessee it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply to the courts; 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.

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IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names this 10th day and year first above written.

Witness: Nellie S. Stone, St. J. C. Stone (Lessor) C. Rivers, Stone, THE TEXAS COMPANY (Lessee)

Attest: J. B. Duke, Assistant Secretary, S. C. Leasing, Manager, Sales Department (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me Nellie S. Stone (witness) and made oath that she saw the within named St. J. C. Stone sign, seal and as this act and deed, deliver the within instrument for the purpose therein mentioned and that she, with myself, witnessed the execution thereof.

Sworn to before me this 10th day of July, A. D. 1936, O. P. Stone, Notary Public for South Carolina.

Approved as to: Term, Description, Form J. H. Appraisal below. 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.

S. C. Stamp 24 cents Approved: Recorded Sept 16 1936, at 8:30 o'clock A.M.

