

L E A S E

Agreement dated the 28th day of February, 1938, by and between A. F. and Ellison S. McKissick, Greenville, South Carolina (Lessor) and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (lessee).

(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:

Beginning at the Southeast corner of the intersection of College and Buncombe Street, thence Southeasterly along the Eastern boundary of Buncombe Street a distance of One Hundred feet (100'); thence Northeasterly a distance of Sixty Four Feet Six Inches (64'6") to the Southerly boundary of College Street; thence Westerly along the Southerly boundary of College Street One Hundred Eighteen Feet Six Inches (118' 6") to point of beginning, being triangular in shape.

(2)--TERM. TO HAVE AND TO HOLD for the term of Five (5) years, from and after the Fifteenth day of March, Nineteen Hundred Thirty Eight (3-15-38) 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.

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

Fifty (\$50.00) Dollars per month payable monthly in advance, for the entire term of the lease.

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' written notice to lessee. Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

(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 continuance of this lease or within thirty (30) days after its termination to sever and 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.

(6)--Lessee's Right of Termination. Should the structures 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 or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) 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 payments 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 enure to the benefit of the parties hereto and their respective successors or assigns.

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

Witness: Fay S. Smith

Witness: M. L. Lesley

Attest: J. B. Duke

Assistant Secretary

(Acknowledgment of Lessor)

J. B. Duke.

A. F. McKissick (SEAL)
 Ellison S. McKissick (SEAL) (Lessor)
 THE TEXAS COMPANY (LESSEE)
 BY: J. S. Leach
 J. S. Leach, Manager Sales Department.

