

WALKER, FORD & COFFMAN CO., CHARLESTON, S. C. 53229

AGREEMENT dated the 17th day of September, 1930, by and between L. H. Cary, and H. C. Beattie, Greenville, South Carolina.

and THE TEXAS COMPANY (Lessee) 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, Greenville, South Carolina, described as follows: Beginning on the Northeast corner at the intersection of Morgan Street and Woodside Avenue and running North, along east side of Woodside Avenue, 79 feet to a point, thence East 60 feet to a point, thence South 79 feet to a point, thence West 60 feet to the point of beginning. Property bound on the West by Woodside Avenue, on the North by property of W. L. Sims, on the South by Morgan Street and on the East by property of L. H. Cary and H. C. Beattie.

(2)-Term. TO HAVE AND TO HOLD for the term of three years from and after the 17th day of September, Nineteen Hundred thirty (Sept. 17, 1930) 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. provided however that the lessee, at its option may terminate this agreement any time upon ten (10) days prior written notice in the event of the cancellation or termination in any manner of that certain Commission Agency Agreement between The Texas Co., and E. H. Gossett dated September 17, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)-Rental. Lessee agrees to pay the following rent for said premises: \$60.00 per month payable on or before the 10th of the month next following the month for which rental accrues. Provided, however, that no rental shall accrue or become due until premises herein described have been turned over to Lessee for conducting its business.

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. (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 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, 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 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.

S. C. Stamps \$0.88

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. L. Styles, Pelham Mills, S. C. (Lessor) Witness: R. L. Harris, THE TEXAS COMPANY (Lessee) Attest: W. E. Leach.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. L. Styles, L. H. Cary, and H. C. Beattie and made oath that he saw the within named act and deed, deliver the within written sign, seal and as their act and deed, deliver the within written and that he with R. L. Harris witnessed the execution thereof. Sworn to before me this 17th day of September, A. D. 1930. F. M. Gifford, Notary Public for South Carolina or the State at Large. My commission expires Pleasure of the Governor. Approved as to Terms: P. J. Milo, Form, F. T. Bean. 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: X

Recorded December 12th 1930, at 3:15 o'clock P.M.

END OF Doc.

WALKER, FORD & COFFMAN CO., CHARLESTON, S. C. 53229

AGREEMENT dated the 23 day of September, 1930, by and between Pelham Mills, Pelham, 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 Pelham, Greenville, S. C., described as follows: Beginning on the Southwest corner of the intersection of the Pelham Road and Main Street and running South along the west side of Main Street 150 feet to a point, thence west 150 feet to a point, thence North 150 feet to a point, thence east 150 feet to the point of beginning. Property bound on the North, by Pelham Road, South & West by the Property of the Pelham Mills, and on the East by Main Street. State of South Carolina. County of Greenville.

Personally appeared before me S. L. Styles, who being duly sworn says that he saw the Corporate seal of the Pelham Mill affixed to the foregoing instrument and that he also saw Mr. H. T. Crigler, President and Treasurer of said corporation, sign, and attest the same and that he with R. L. Harris witnessed the execution and delivery thereof as the act and deed of the said corporation. Given under my hand and seal of office, this the 15th day of Oct. 1930. G. A. League, Notary Public in and for Greenville County S.C. S. L. Styles, witness. My commission expires at the pleasure of the Gov.

Probate recorded December 18th, 1930 at 8:30 A. M.

(2)-Term. TO HAVE AND TO HOLD for the term of two years from and after the 22nd day of September, Nineteen Hundred thirty three (Sept. 22, 1930) 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. provided however that the lessee, at its option may terminate this agreement any time upon ten (10) days prior written note in the event of the cancellation or termination in any manner of that certain Commission Agency Agreement between the parties hereto dated September 22, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)-Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one cent (1c) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable 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. (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 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, 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 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.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. L. Styles, Pelham Mills, S. C. (Lessor) Witness: R. L. Harris, THE TEXAS COMPANY (Lessee) Attest: E. E. Dattner.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. L. Styles who being duly sworn says that he saw the within named, H. T. Crigler sign and attest the same and that he with R. L. Harris witnessed the execution thereof. Sworn to before me this 23rd day of September, A. D. 1930. F. M. Gifford, Notary Public for South Carolina or the State at Large. My commission expires pleasure of the Gov. Approved as to Terms: F. E. Heaton, Description, F. E. Heaton. 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 December 18th 1930, at 8:30 o'clock A.M.

END OF Doc.