

WALTER, STARR & CORRELL CO., CHARLESTON, S.C. 53529

LEASE AGREEMENT dated the 19th day of August, 1931, by and between Greenville Airport Commission, Greenville, South Carolina, and THE TEXAS COMPANY (Lessee): a corporation, Texas, having a place of business at Greenville, South Carolina.

(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 S. C., described as follows:

Beginning at an iron pin near the Northeast corner of wooden hanger of the Carolina Air Transport Co., and running East 200 feet to a point, thence South 200 feet to a point, thence West 200 feet to a point, thence North 200 feet to the point of beginning.

Property is bound on the North, South, East and West by Greenville Airport.

T. T. Co. File No. 18758.

(2)—Term. TO HAVE AND TO HOLD for the term of Three years from and after the First day of August, 1931, 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 at any time upon ten days prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the Texas Co. and Geo. M. Geer, dated Aug. 1, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid Geo. M. Geer or any other commission agent the lessee might appoint.

(3)—Rental. Lessee agrees to pay the following rent for said premises:

A sum equal to one-cent (1¢) for each gallon of Lessee's Auto Gasoline and Aviation 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: W. R. Ward, Greenville Airport Commission. (Lessor)  
 Witness: E. E. Higgins, A. M. Rickman, (SEAL) THE TEXAS COMPANY (Lessee) (Lessor)  
 Attest: X By E. E. Dattner

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }  
 County of Greenville, }  
 Personally appeared before me E. E. Higgins, (witness) who being duly sworn says that he saw the within named A. M. Rickman, Secretary of the Greenville Airport Commission, sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with W. R. Ward (witness) witnessed the execution thereof and delivery thereof as the act and deed of said Commission.

Sworn to before me this 19 day of August, 1931.  
H. B. McManaway, A. D. 1923.  
 Notary Public, Greenville, S. C.

Approved as to Terms: E. E. Higgins, Greenville Airport Commission, Greenville, S. C. or the State at large. My commission expires the pleasure of the Governor. Form B. E. Dowdy  
 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 January 14th 1932 at 2:30 o'clock P.M.

END OF Doc.

WALTER, STARR & CORRELL CO., CHARLESTON, S.C. 53529

LEASE AGREEMENT dated the 14th day of August, 1931, by and between L. M. Cason, Taylors, S. C. R. F. D. # 1, 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 RED Taylors, County of Greenville, State of South Carolina, described as follows:

Beginning at an iron pin four-tenths of a mile north of the Northwest intersection of U. S. Highway #29 and the Old Base Hospital Road, and running North, along the west side of the Old Base Hospital Road, 50 feet to a point, thence west 50 feet to a point, thence South 50 feet to a point, thence east 50 feet to the point of beginning.

Property is bound on the East by the Old Base Hospital Road, on the North by property of Mike Green and on the South and West by property of Dr. Carlisle.

T. T. P. L. Co. File No. 18698

(2)—Term. TO HAVE AND TO HOLD for the term of One year from and after the first day of June, 1931, 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 at any time upon ten days (10) 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 L. M. Cason dated June 1, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid L. M. Cason or any other commission agent the lessee might appoint.

(3)—Rental. Lessee agrees to pay the following rent for said premises:

A sum equal to one-cent (1¢) 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, and to paint same as and when necessary.

(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: R. L. Harris, L. M. Cason, (SEAL) THE TEXAS COMPANY (Lessee) (Lessor)  
 Witness: E. N. Johnson, E. E. Dattner. (Lessor)  
 Attest: X By E. E. Dattner

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }  
 County of Greenville, }  
 Personally appeared before me R. L. Harris, (witness) who being duly sworn says that he saw the within named L. M. Cason, sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with D. N. Johnson, (witness) witnessed the execution thereof.

Sworn to before me this 14th day of August, 1931.  
H. Gifford, A. D. 1923.  
 Notary Public, Greenville, S. C.

Approved as to Terms: L. M. Cason, Taylors, S. C. or the State at large. My commission expires the pleasure of the Governor. Form B. E. Dowdy  
 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 January 14th 1932 at 2:30 o'clock P.M.

END OF Doc.