WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 68214

LEASE

AGREEMENT dated the 15th, day of Dec. 1929, by and between R. M. DacuS & Florence DacuS, his wife and H. T. Dacus (Residing at) Greenville, South Carolina. (Lessor) and THE TEXAS COMPANY, a corporation of Delaware, having a place of buSiness at Atlanta, Ga. (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 a point at the intersection of Buncombe Road and Huff line and running East 100 feet along South side of Buncombe Rd., to a point; thence south 100 ft. to a point; thence west 100 ft. to a point on East side of Huff Line; thence North on East side of Huff Line 100 feet to pint of beginning.

ProPerty bounded on North by Buncombe Road which is State Highway No. 25; On East and South by property of H. T. and R. M. Dacus adn on West by Huff Line.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2) Term. TO HAVE AND TO HODD for the term of 10 years, from and after the First day of April Nineteen Hundred and Thirty (April 1st, 1930)

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

$100.00 per month for the term of this lease.

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, entirely satisfactory to lesee, shall have been (a) constructed uPon the demised Premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lesee for the transaction of less's business.

Lessee agrees that rental shall be payable in monthly installments in advance and that if any installment 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, lesser shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

(4) Maintenance (a) Lessor agrees to maintain said premises and improvements in good repair during the term of this lease (except as hereafter in subsection "(b)" of this clause provided) and to rebuild within sixty days any structures on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election may either terminate the lease on thirty days' notice to lessor in which event rentals shall abate from the date of destruction or damage or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure, together with interest at six per cent. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interferred with, the rent accruing during such period shall be abated.

(b) During the term of this lease, lessee shall maintain all mechanical equipment in good repair, and whenever it deems necessary, shall paint structures on said premises.

(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 removal thereof.

(6) Lessee's Right of Termination, Should lessee, for any reason other than (a) any wilful act of lessee and or (b) damage or destruction of premises and or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days written notice to lessor, 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 may 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) Construction of Service Station. Lessor hereby covenants and agrees to: (a) construct or cause to be constructed upon the premises herein demised, for use of the lessee, a modern service station which will be completed in accordance with the following plans and specifications furnished by lessee at its convenience: —

Title	Number
Specifications	
General Arrangement	Type N-2
Building	" "
	" "

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Title	Number.
Lattice Enclosure	Standard
Fence	"
One Ornamental Post	"
Two Fire Extinguishers	"
Wash Rack	"

and (b) furnish and install

Four Gasoline Pumps 10 Gallon capacity
Two 1000 Gallon Underground Tanks.
Five 65 Gallon Lubricating Oil Tanks.
One Eco Air Stand
One Automobile Lift.
One Air Compressor Capacity.
Concrete Curbs and Concrete Driveways.

In event of lessor's failure to construct or complete service station as herein provided within sixty days after the delivery by lessee to lessor of this lease, duly approved and signed, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

(10) Option, Lessor hereby gives the right and option to purchase the demised premises and all structures and improvemnets thereon at any time during the term of this lease for the sum of Eighteen Thousand Dollars ($18,000.00)

Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option term expires. Lessor, shall, when requested by lessee, deliver the lessee complete abstracts of title, upon receipt of which the lessee shall have a reasonable time in which to examine the title and, upon completion of title examination, if title is found satisfactory, shall tender the purchase price to lessor, and lessor, at time of such tender, shall deliver to the lessee a good and sufficient warranty deed conveying the premises to the lessee free and clear of all encumbrances (including without limiting the foregoing, the rights of dower and or Curtesy.)

(11) Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(12) Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed on its behalf by an Executive Officer, Manager (Sales Department) or Assistant Manager (Sales Department).

(13) 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.

STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me J. B. Hembree, who being duly sworn, says that he saw the within named H. T. Dacus, sign, seal and as his act and deed deliver the foregoing instrument for the purposes therein mentinned, and that he, with Claud C. Weathers witnessed the execution thereof.

Sworn to before me this 17th,
day of Dec. A. D. 1929.

R. Grady Coleman.
Notary Public.

NOTARIAL SEAL

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

Witness: J. B. Hembree. (Lessor) H. T. Dacus (SEAL)
Witness: Claud C. Weathers. R. M. Dacus
Florence Dacus

THE TEXAS COMPANY, (Lessee)
By G. L. Noble.
Vice-Prest.

CORPORATION SEAL

Attest: J. B. Duke, Ass't Sec'ty.

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