

T. T. Co., File No.

LEASE

AGREEMENT made the 14th day of December, 1935 by and between B. B. Waters, Executor of the Estate of R. D. Dobson (Deceased), The First National Bank of Greenville, S.C., Trustee and Executor of the Estate of R. D. Dobson (Deceased) 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 on the northeast corner of the intersection of Augusta Street and Clinch Alley, and running in a northerly direction along Augusta Street 75 feet to a point; thence in a southeasterly direction 100 feet to a point; thence in a southwesterly direction 75 feet to Clinch Alley; thence northwesterly along Clinch Alley to point of beginning. Property bounded on the northeast by Augusta Street, on the northeast and southeast by property of the Ferguson Estate, and on the southwest by Clinch Alley.

(2) - Term. TO HAVE AND TO HOLD for the term of 3 years and 3 months, commencing on the 1st day of November, 1935, 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 (a) that certain commission as hereinbefore provided for in the agreement between the Lessor, as principal, and another, as agent, for the sale by the latter on behalf of the former of petroleum products or other commodities at or from the leased premises.

(3) - Rent. Lessee agrees to pay the following rent for said premises: Seventy dollars (\$70.00) per month, payable monthly in advance during the term of this lease, provided, however, that no rentals shall accrue or become due hereunder until the premises described herein 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, lessee shall then have the right to terminate this lease, on thirty (30) days' notice to lessee. (4) - Improvements. Lessee agrees to maintain said premises and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of lessee. In the event of fire, lightning or other cause, lessee may, at its election, either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at its expense, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the term the premises are undergoing repairs, the use thereof by lessee is temporarily interrupted 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 remove and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this lease or any previous lease, or any extension or renewal thereof. (6) - Lessee's Right of Termination. Should the lease on said premises be assigned by fire or storm, or in any other way, the lease shall nevertheless remain in full force and effect until the expiration of the term of the lease, and the rent accruing during such period shall be abated. (7) - Damages by Lessee. Lessee, its agents, servants and employees shall be liable for all damages and expenses which lessee may incur by reason of any restriction, encumbrance or defect in the premises, and to reimburse and hold lessor harmless from all damages and expenses which lessee may incur by reason of any restriction, encumbrance or defect in the premises. (8) - Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations of any kind or may become a lien on the premises, in which event, the same shall be regarded as the obligations of the holder of such lien, and in addition thereon shall have the right to pay in said premises, in satisfaction of such obligation or lien, at the option of the holder of such lien, and the sale of said demised premises and improvements, shall have the right to pay 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 and assigns.

(10) See this Book page 349. B. B. Waters, Executor of the Estate of R. D. Dobson (Deceased) B. B. Waters (R. S.) The First National Bank of Greenville, S.C., Trustee and Executor of the Estate of R. D. Dobson (Deceased)

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. J. F. Beattie, Pres. H. J. Mann, Cashier THE TEXAS COMPANY (Lessee) By J. L. Noble, Vice President

Witness: Nan Crawford, Dorothy Leach, J. B. Duffer, accountant Secretary. Stamps \$3.00 and 20 cents. U.S. Stamps \$ and cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me, Nan Crawford, who being duly sworn says that he saw the within named B. B. Waters, Executor of the Estate of R. D. Dobson (Deceased) and Dorothy Leach, Executor of the Estate of R. D. Dobson (Deceased) and they did here the foregoing instrument for the purpose therein mentioned, as Executor of the said that. Sworn to before me this 14th day of Dec, A. D. 1935. Dorothy Leach, Notary Public in and for Greenville, County, S. C., or the state at large. My commission expires at the pleasure of the Governor.

Approved as to: Terms G. E. Ware Description E. C. Dattner Form J. H. Peterdini 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 February 7th 1936 at 8:30 o'clock A.M.

See Opinion & Another Probate See this Book page 349.