

T. T. Co., File No.

LEASE

AGREEMENT dated the 23 day of July 1936, by and between

R. N. Hill, Greenville, S. C. 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, S. C., County of Greenville, State of South Carolina, described as follows:

Beginning on the northeast corner at the intersection of the Paris Mountain Mountain Creek Road and Base Hospital Road and running north, along West side of Base Hospital Road 50 feet to a point, thence east 50 feet to a point, thence east running along the north side of Paris Mountain Mountain Creek Road 50 feet to point of beginning. Bounded on the north and West by the property of R. N. Hill on the South by Paris Mountain Mountain Creek Road and on the East by Base Hospital Road.

(2) - Term. TO HAVE AND TO HOLD for the term of Five (5) years from and after the 6th day of July 1936.

with the understanding that the lessee shall give notice to the lessor in writing, at least thirty (30) days before the expiration of the term of this lease, of its intention to 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 going agreement between ... dated ... 1936.

(3) - Rental. Lessor agrees to pay the following rent for said premises: Ten Dollars (\$10.00) per month plus 14 per gallon lessee's gasoline, sold each month during the term hereof from the limited premises in excess of 1000 gallons, payable monthly on or before 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 have the right to terminate this lease on thirty (30) days' notice to lessee. (4) - Maintenance. Lessor agrees to maintain said premises and improvements thereon during the term of this lease and to repair same as and when necessary in opinion of lessor. 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 accounting credits for the purpose of rental owing 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 lessor placed on or in said premises by lessor 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 premises for any reason be destroyed or damaged by fire, storm, or other cause, 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 warrants, in which event the rental obligation shall be prorated to the date of such termination, that he is well seised 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 lessee may suffer by reason of any restriction, encumbrance or defect in such title, they become due. If lessee 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 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.

Lessee, at its option, may apply at any time such rental or any interest thereon toward the payment of any indebtedness due or to become due from lessee or vice versa. Such application shall be deemed to be payment of such rental.

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

Witness: R. N. Hill, Greenville, S. C. and J. D. Leach, Secretary, THE TEXAS COMPANY (Lessee). S. C. Stamps \$... U. S. Stamps \$... (Acknowledgment by Lessee)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me Hal Hill, who being duly sworn says that he saw the within named R. N. Hill sign, seal and as Witness, Marshall C. Merritt, act and deed, deliver the foregoing instrument for the purpose therein mentioned. and that he with Marshall C. Merritt, sworn to before me this 23rd day of July, 1936. Hal Hill, Notary Public in and for South Carolina, County of Greenville, State of South Carolina. My commission expires at the pleasure of the Governor.

Approved as to: Terms: E. C. Stahl, Description: E. C. Stahl's, Form: J. H. Peterson. 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: Sept. 30th 1936 at 8:30 o'clock.

S.S. Co. Side No. 17509 A