

T. T. Co., File No. 4866 B.

LEASE

AGREEMENT made the 13th day of November

1936, by and between

J. M. Danner, lessor
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:

Lot of land located just outside the city limits of Greenville, S.C. Beginning at intersection of Washington Street and International Highway No. 2, running northwardly 90 feet to a point; thence southwesterly 120 feet to Washington Street; thence southeasterly 90 feet to a point of beginning, said lot being triangular in shape and bounded east by National Highway No. 2, north by property of J. M. Danner and southwest by Washington Street.

(2) - Term. TO HAVE AND TO HOLD for the term of Five (5)

years from and after the first day of January, 1937, but subject to termination at the end of the first year of the term, unless otherwise provided in the agreement at any time upon written notice from lessor to lessee. Provided, however, that the lessor and lessee may terminate the agreement at any time upon written notice from either party to the other, giving written notice in case of the cancellation or termination in any manner, (3) that certain conditions generally agreed upon by the parties hereto shall be observed.

On the 1st day of January, 1937, there shall be paid to the lessor by the lessee, as rent, the sum of \$900.00 per annum.

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(3) - Rent. Lessee agrees to pay the following rent for and premises: ~~if two (2) Fifty Dollars~~, per month, payable on or before the 10th day of each month next following the month for which payment is made. It is understood, however, that for each year of the term, except in which more than 7500 gallons of gasoline shall be sold from the leased premises, lessor shall pay herein thirty dollars after the expiration of each year, and additional sum equal to one cent for each gallon of gasoline sold in excess of 7500 gallons, provided that if this lease is terminated prior to the expiration of a year, contract, then the additional rental, if any, shall be in proportion to one cent for each gallon.

and agrees that, if any installment thereof shall be due and unpaid for 30 days after written notice of such default has been delivered to the Sales Manager of lessor at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days notice to lessee.

(4) - Maintenance. Lessee agrees to maintain said premises in good repair during the term of this lease and to paint and whitewash when necessary to prevent damage thereto, and to have the right to apply according to the proposed commencing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent owing during such period shall be abated.

(5) - Removal of Property. Lessee shall have the right at any time during the continuance of this lease to sever and remove all fixtures, equipment and other property of lessor placed on and premises by lessor during the term of this lease or previous lease, or any extension or renew of thereof.

(6) - Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessor be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should lessor's interest in this lease be taken in lessor's judgment become wholly insurmountable, lessor may terminate this lease upon giving written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) - Damages for Detriment of Title. Lessee covenants that he will not sell or resell any of said premises, his good right to lease the same, and warrants to defend the title thereto, and to reimburse lessor damages from all damages and expenses which lessor may suffer by reason of any restriction, encumbrance or defect in such title.

(8) - Taxes and Encumbrances. Lessee agrees to pay all taxes, assessments and all obligations which are or may become a lien on the demised premises, 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 according thereto in reduction of such obligation or lessor, 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: L. P. Turner
Witness: Harry J. CampbellAttest: Reinhold Stohler
(acknowledgment of lessor)S. C. Lamprey, U. S. Commissioner
U. S. Commissioner for lessorJ. M. Danner (Seal)
THE TEXAS COMPANY (lessor)

Norman G. Baker, Real Estate Agent

STATE OF SOUTH CAROLINA.
County of Greenville.Personally appeared before me, L. P. Turner (witness),
who being duly sworn says that he saw the within named, J. M. Danner,sign, seal and as I saw him, set and seal, deliver the foregoing instrument for the purpose therein mentioned,
and that he with Harry J. Campbell

Sworn to before me this 13th day of

A. D. 1936
L. P. Turner (witness)

Notary Publicized for South Carolina.

My commission expires at the pleasure of the Governor.

Approved as to terms, L. E. Ware, Description, G. B. Patterson, Form, J. H. Dickey,
This instrument is filed in THE TEXAS COMPANY, file # 4866 B, Office of Register of Deeds, Greenville, South Carolina.

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of license gasoline sold in excess of that quantity which heating oil, kerosene, gasoline or lubricating oil 18,000 gallons total value of which is to be paid to the lessor for each year provided, however, that the total annual shall not exceed the sum of \$900.00 per annum."

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