

T. T. Co., File No. 20450 A.

LEASE

AGREEMENT dated the 13th

day of December,

1936, by and between

William H. Early
Greenville, S.C.

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee)

(D) Premiums Lessor. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, State of South Carolina, described as follows:

Beginning at the northeast corner of intersection of Academy Street and Main Street, thence westerly along Academy Street 100 feet, thence easterly 48 feet, thence southerly 100 feet to Main Avenue; thence westerly 48 feet along Main Avenue to point of beginning.

Bounded on the west by property of Buell barday, on east by houses M. G. M. Lee and J. R. Colley, thence by Main Avenue and on the West by Academy Street.

(C) Term. TO HAVE AND TO HOLD for the term of 7 years from and after the

commencement of the lease, at the rate of \$1200 (One thousand two hundred dollars) monthly, payable in advance, by lessee at the end of each month, upon giving 150 days written notice from lessor to lessor. Provided, however, that the lease of all property may terminate at any time upon ten days' written notice in event of termination of any number of (A) and (B) above described agreements between lessor and lessee, or (C) any agreement supplemental thereto, or (D) any agreement between the lessee, of which, if any, be the sole responsibility of the former or the lessee, published in either newspapers or from the lessor's premises.

(D) Rent. Lessee agrees to pay the following rent for said premises \$1200 (One thousand two hundred dollars) per month, payable on or before the 1st day of each month, following the month for which payment is made, provided, however, that no rental shall be required of lessor to his lessee, and in its discretion terminate the lease of any 150 days' notice to lessor, or make the lessor responsible for the expense of removal of such premises and the lessor to lessee for terminating the lease.

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 lessor at Houston, Texas, lessor shall have the right to terminate this lease on thirty (30) days' notice to lessor, unless, as to options, otherwise expressly herein provided. In the event of such termination, lessor, in the event of his failure to do so within ten (10) days' notice to lessor, or make the lessor responsible for the expense of removal of such premises and the lessor to lessee for terminating the lease.

(E) Removal of Property. Lessor 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.

(F) Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessor 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 lessor's judgment become burdensome, lessor may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be reduced to the date of such termination.

(G) Damages for Defect in Title. Lessor warrants that he is well skilled of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto and to reimburse and hold lessor harmless from all damages and expenses which lessor may suffer by reason of any restriction, encumbrance or defect in such title.

(H) Taxes and Liens. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the said premises or in the event of a foreclosure of any such lien and the sale of said deeded premises and improvements, shall have the right to keep in said premises and improvements for its own account.

(I) Successors and Assigns. This agreement shall be binding upon and shall have the benefit of the parties hereto and to their respective successors or assigns.

(J) Lessee hereby agrees to furnish paint and paint刷器, when and to the extent necessary, and to maintain the same in good repair during the term of this lease.

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

Witness: J. D. Lanford
Rebecca CampbellWilton H. Early (See)
THE TEXAS COMPANY (Lessor)Attest: Reuben H. Early
Notary Public in and for the State of South CarolinaBy: Norman R. Baker
Real Estate AgentS. C. Stamps \$...
U. S. Stamps \$...
and 00 cents
and 00 cents
(Acknowledgment by Lessor)STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me J. D. Lanford
who being duly sworn says that he saw the within named, Wilton H. Early
sign, seal and affix his
and, deliver the foregoing instrument for the purpose therein mentioned.
and that he be witness.

Sworn to before me this 13

day of

A. D. 1936

(L.S.)

J. D. Lanford
Witness

Notary Public in and for the State of South Carolina

My commission expires at the pleasure of the Governor.

Approved as to: Terms, B. J. Wade

Description, E. E. Dettner

Form, J. D. Richins

This Agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager, or his/her designee, below:
Approved:

Recorded January 30th

1937, at 8:30

o'clock

A.M.