T. T. Co., File No. 6869

LEASE

AGREEMENT dated the 17th day of November 1936, by and between Hallie Howard 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 County of Greenville, State of South Carolina, described as follows:

Lot of land at the southwest corner of Green Avenue and Jenkins Alley; said lot beginning at Jenkins Alley and running south along Green Avenue 100 feet; thence west from Green Avenue 70 feet; thence north to Jenkins Alley 100 feet; thence east along Jenkins Alley 70 feet to point of beginning.

Bounded on the east by Green Avenue, on the south by property of J. W. Goddard, on west by property of E. J. Webster and north by Jenkins Alley.

(2)—Term. TO HAVE AND TO HOLD for the term of Five (5) years from and after the 1st day of December 1936 Nineteen Hundred Thirty-seven (1937) and thereafter to terminating by lessee at the end of the first year or any subsequent year upon ninety (90) days' written notice from lessee to lessor. Provided, however, that the lessee may in lieu of terminating this agreement at any time upon ninety (90) days' written notice in event of the cancellation or determination in any manner of (a) that certain contract of even date herewith between lessee and Texas Company, or (b) any agreement supplementary thereto or in lieu thereof or any other agreement between lessee and Texas Company, or (c) any grant of a license or permit by the United States or any agency thereof, or any other governmental agency, or (d) any grant of a license or permit by the State of South Carolina or any agency thereof, or any other governmental agency, or (e) any grant of a license or permit by the City of Greenville or any agency thereof, or any other governmental agency, or (f) any other cause or circumstance beyond the control of lessee, which shall prevent, or shall have prevented, and further, or which may, by the exercise of reasonable diligence, prevent the production of petroleum products or the continuance of any of the operations on the demised premises.

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

$50.00 (Fifty Dollars) per month, payable on or before the 10th day of each month next following the month for which payment is made, provided, however, that no rentals shall accrue or become due until the premises herein described 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, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee, Lessee, at its option, may pay at any time to lessor, for 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 accruing rentals for the purpose of paying such expense. 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.

(4)—Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease and to pay the same as and when required by the terms of lease.

(5)—Removal of Properties. 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 or in said premises by lessee 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 said lease 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 lessee's judgment become unduly burdensome, 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 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 become due. If lessor shall 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 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.

Such rental or any installment thereof to be payment of any indebtedness due or to become due from lessor to lessee, such application shall be a full payment of such rental.

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

Witness: D. B. Leatherwood
Witness: Demmie Lurey

Hallie Howard (Seal) (Lessor)

THE TEXAS COMPANY (Lessee)
By L. L. Noble
Vice President

Attest: J. B. Burke
Assistant Secretary

S. C. Stamps $ 1 and 20 cents.
U. S. Stamps $ ✓ and ✓ cents.
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me Demmie Lurey (witness) who being duly sworn says that he saw the within named Hallie Howard sign, seal and as her act and deed, deliver the foregoing instrument for the purpose therein mentioned and that she with D. B. Leatherwood (witness) witnessed the execution thereof.

Sworn to before me this 17 day of November A. D., 1936
D. B. Leatherwood (L.S.)

Demmie Lurey
witness

Notary Public in and for South Carolina (Notary Public for the State of Texas)

My commission expires at the pleasure of the Governor.

Approved as to: Terms G. B. Ware Description C. E. Dattner Form Pipkin

THE LEASE IS THE PROPERTY OF THE TEXAS COMPANY AND SHOULD BE RETURNED IN WRITING WITH SUBSEQUENT SUBMISSIONS.

Revoked:

NOTARIAL SEAL

Recorded January 30th 1937 at 8:30 o'clock A. M.