

Lease.

Agreement, dated the 20th day of November 1926, by and between J. M. Diver, Greenville, S.C. and The Texas Company, (Lessee):

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

Lot of land located just outside city limits of Greenville, S.C., beginning at intersection of Washington Street and National Highway #2, running northwesterly 90 feet; thence southwestwardly 123 feet to Washington Street; thence southeastwardly 90 feet to Point of Beginning; said lot being triangular in shape and bounded east by National Highway #2, north by Property of J. M. Diver and south-west by Washington Street.

(2) Term. To have and to hold for the term of ten years from and after the first day of January nineteen hundred twenty seven (1927) 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.

(3) Rental. Lessee agrees to pay the following rent for said Premises: At the rate of fifty dollars (\$50.00) per month, payable on or before the tenth of the month following the month during which the rental accrues.

It is agreed and understood that the rental obligation hereunder shall apply only from the date the station, fully completed and ready for conducting the business contemplated, is delivered to lessee; rental accruing from effective date of lease agreement until the completed station, premises and improvements, is delivered to lessor, shall be abated.

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.

(4) Maintenance. Lessor agrees to maintain said Premises and improvements in good repair during the term of this lease. 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 accruing rentals for the purpose of reimbursing 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 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 lessee 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 pro-rated 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 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 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 J. L. Styles J. M. Diver (Lessee) Witness Godfrey The Texas Company (Lessee) by J. S. Jones.

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