

Lease.

Agreement dated the 20th day of November 1926, by and between H. B. Lee, 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 Greenville, County of Greenville, State of South Carolina, described as follows:

Just outside the city limits of Greenville, South Carolina, beginning at the intersection of Laurens Road and Glenn Street running in a westerly direction along Glenn Street 134.5 feet, thence in a northeasterly direction 120.7 feet to Laurens Road, thence in a southeasterly direction along Laurens Road 62.5 feet to point of beginning, forming a triangle; bounded on the Northwest by Property of W. R. Tebo, northeast by Laurens Road and south by Glenn 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 Twenty-five dollars (\$25.00) 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; rentals accruing from effective date of lease agreement until the completed Station, Premises and improvements is delivered to Lessee, 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 thirty (30) 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