

LEASE

AGREEMENT dated the 23rd day of May 1930, by and between L. C. Patterson, as Executor of the Will and Estate of John P. Marshall, deceased, Greenville, South Carolina, and Sally B. Marshall, Widow of John P. Marshall, Deceased, Greenville, South Carolina, 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 S. Carolina, described as follows:

Beginning at the Northeast intersection of Washington Street and Butler Avenue and running East Seventy-Five (75) feet on the North side of Washington Street to a point; thence North Seventy-Five (75) feet parallel with Butler Avenue to a point; thence West Seventy-Five (75) feet parallel with Washington Street to a point; thence South Seventy-Five (75) feet along the East side of Butler Avenue to the point of beginning.

Property bounded on the South by Washington Street, on the East and North by the property of John P. Marshall, and on the West by Butler Avenue.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2) Term. TO HAVE AND TO HOLD for the term of 10 years from and after the 1st day of July 1930, Nineteen Hundred thirty (July 1st, 1930) 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: \$200.00 per month for the term of the lease.

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, entirely satisfactory to lessee, shall have been (a) reconstructed upon the demised premises by the lessor as hereinafter provided, and (b), completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments in advance and 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 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 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 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.

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

Witness: S. L. Styles, THE TEXAS COMPANY (Lessee) (Lessor)
Witness: R. L. Harris, W. B. Barton, THE TEXAS COMPANY (Lessee) (Lessor)
Attest: W. E. Leach

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me S. L. Styles, and made oath that he saw the within named W. B. Barton, and sign, seal and as his act and deed, deliver the within written and that he with R. L. Harris, witnessed the execution thereof.

Sworn to before me this 8th day of August, 1930, A. D., 19230 (L. S.) Notary Public for South Carolina.

Approved as to Terms: J. H. Brookington Description: J. H. Brookington Form: F. T. Beam This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded: 19230, at 8:00 o'clock, A. M.

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LEASE

AGREEMENT dated the 8th day of August 1930, by and between W. B. Barton, Tigerville, South Carolina, R. F. D. and THE TEXAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston, Texas.

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

Beginning at an iron pin at what is known as the Terry Creek Bridge and running North along the West side of Buncombe Road, U. S. Highway, #25, 200 feet to a point, thence West 100 feet to a point, thence South 200 feet to a point, thence East 100 feet to the point of beginning.

Property bound on the South by Terry Creek and on the North and West by property of W. B. Barton's and on the East by Buncombe Road, U. S. Highway # 25.

(2) Term. TO HAVE AND TO HOLD for the term of five years from and after the 8th day of August, Nineteen Hundred thirty (Aug. 6, 1930) 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.

Provided however that the lessee, at its option, may terminate this agreement any time upon ten (10) days prior written notice in the event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated Aug. 6th, 1930, or any agreement supplementary thereto or in lieu thereof.

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

A sum equal to one-cent (1c) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

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 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 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 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.

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

Witness: S. L. Styles, W. B. Barton, THE TEXAS COMPANY (Lessee) (Lessor)
Witness: R. L. Harris, W. E. Leach
Attest: W. E. Leach

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me S. L. Styles, and made oath that he saw the within named W. B. Barton, and sign, seal and as his act and deed, deliver the within written and that he with R. L. Harris, witnessed the execution thereof.

Sworn to before me this 8th day of August, 1930, A. D., 19230 (L. S.) Notary Public for South Carolina.

Approved as to Terms: J. H. Brookington Description: J. H. Brookington Form: F. T. Beam This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded: October 4th 1930, at 8:00 o'clock, A. M.

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