

LEASE AGREEMENT dated the 28th day of August, 1930, by and between Richard G. Ballinger, Lessor, and THE TEXAS COMPANY, Lessee.

Richard G. Ballinger, Lessor hereby leases unto Lessee a tract of land, with the improvements thereon, in the City of Greenville, S. C., described as follows:

Beginning at an iron pin at the intersection of U. S. Highway # 65, and the Wildwood Park Road, and running north 100 feet along the east side of U. S. Highway # 65 to a point; thence east 100 feet to a point; thence south 100 feet to a point; thence west 100 feet to the point of beginning. Property bounded on the North and East by the property of Richard G. Ballinger, on the South by the Wildwood Park Road, and on the West by U. S. Highway # 65.

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the 28th day of August, 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.

That the Lessee, at its option, may terminate this agreement at 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 20, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)-Rent. 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.
(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.
(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, Richard G. Ballinger (Lessor)
Witness: R. L. Harris, THE TEXAS COMPANY (Lessee)
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 Richard G. Ballinger sign, seal and as his act and deed, deliver the within written foregoing instrument, and that he with R. L. Harris witnessed the execution thereof.

Sworn to before me this 28th day of August, 1930, A. D. 1930. S. L. Styles, Notary Public for South Carolina, Commission expires Pleasure of Governor. Approved as to Terms: F. E. Harton, F. J. Bean. 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 Oct 11th 1930 at 2 o'clock P. M.

END OF Doc.

LEASE AGREEMENT dated the 28th day of August, 1930, by and between C. C. Robinson, Lessor, and THE TEXAS COMPANY, Lessee.

C. C. Robinson, Lessor hereby leases unto Lessee a tract of land, with the improvements thereon, in the City of Cleveland, S. C., described as follows:

Beginning at an iron pin one mile north of the intersection of the Geer Highway, State Highway # 284, and the River Falls Road, and running North along west side of highway, 300 feet to a point, thence West 100 feet to a point, thence South 300 feet to a point, thence East 100 feet to the point of beginning. Property bound on the North, South and West by the property of C. C. Robinson and on the East by the Geer Highway, State Highway #284.

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the 28th day of August, 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.

that the Lessee, at its option may terminate this agreement any time upon ten (10) days' written notice in the event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated August 20, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)-Rent. 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.
(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.
(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, C. C. Robinson (Lessor)
Witness: R. L. Harris, THE TEXAS COMPANY (Lessee)
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 C. C. Robinson sign, seal and as his act and deed, deliver the within written foregoing instrument, and that he with R. L. Harris witnessed the execution thereof.

Sworn to before me this 28th day of August, 1930, A. D. 1930. S. L. Styles, Notary Public for South Carolina, Commission expires Pleasure of Governor. Approved as to Terms: F. E. Harton, F. J. Bean. 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 11th 1930 at 2:00 o'clock P. M.

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