

LEASE AGREEMENT dated the 9th day of November, 1930, by and between

Mr. C. L. Ford, Lessor, 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 Greenville, South Carolina, described as follows: Beginning on the Northwest corner at the intersection of U. S. Highway #29 and Reese Street and running West, along the north side of U. S. Highway #29, 150 feet to a point, thence North 60 feet to the point, thence East 150 feet to a point, thence South 60 feet to the point as beginning. Property bounded on the South by U. S. Highway #29, on the East by Reese Street and on the North and West by property of R. L. Ford.

(2) Term. TO HAVE AND TO HOLD for the term of Five years from and after the 1st day of February, 1931, (1931) by 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 lessor, 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 Texas Co. and R. L. Ford dated February 1, 1931 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 for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of the 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, C. L. Ford, THE TEXAS COMPANY (Lessee), C. E. Danner

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. L. Styles, P. Ford and made oath that he saw the within named sign, seal and as he with act and deed, deliver the within written, and that he with witnessed the execution thereof. Sworn to before me this 8th day of November, A. D. 1930. S. L. Styles, Notary Public for South Carolina, (L. S.) and for Greenville Co. of the State of S. C. Approved as to Terms and Description. F. E. Heaton, Form F. I. Reason. 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 January 14th 1931, at 8:15 o'clock A. M.

END OF Doc.

LEASE AGREEMENT dated the 12th day of September, 1930, by and between

Mrs. Maggie S. Jordan and H. W. Jordan, Lessor, 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 Greenville, South Carolina, described as follows: A lot of land approximately one fourth of a mile North East of the town of Ridgely in Pickens Co. S. C. beginning at a point and running east along Greenville Road twenty feet, thence South thirty-two feet, thence West twenty feet, thence North thirty-two feet to point as beginning. (Abov. property is a part of property described in National B. B. page 131, N. W. C. Appeal, Greenville County Court House as follows: All those certain lots of land situated in Greenville County, State of South Carolina, on the Greenville Road, being lots 13, 14 & 15 of plot of the property of Robert C. Hayward, made by Felix Patrick & Company, Engineers, 12-23-19, each lot measuring 13 1/2 x 15 feet with a frontage of 65 feet on the Greenville Road and extending back thirty feet parallel lines to the Saluda River, each lot measuring 12 1/4 x 15 feet having a frontage of 78 feet on a curved river, the West boundary of lot #12, #13 is 58 1/2 feet being the east boundary of lot #14.

(2) Term. TO HAVE AND TO HOLD for the term of Five years from and after the 1st day of September, 1931, (1931) 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 lessor, at its option, may terminate this agreement at any time upon ten days' written notice in the event of the cancellation or termination in any manner of that certain Commission Agency Agreement between The Texas Company and W. L. Johnson dated September 1, 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 (1¢) 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 10th day 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: M. S. Jordan, H. W. Jordan, THE TEXAS COMPANY (Lessee), E. E. Danner

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me M. S. Jordan, H. W. Jordan and made oath that he saw the within named sign, seal and as he with act and deed, deliver the within written, and that he with witnessed the execution thereof. Sworn to before me this 12th day of September, A. D. 1930. M. S. Jordan, Notary Public for South Carolina, (L. S.) and for Greenville County, S. C. Approved as to Terms and Description. F. E. Heaton, Form F. I. Reason. 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 Jan. 31 1931 at 9:15 o'clock A. M.

END OF Doc.

For another grant to this Lessee see book 87 page 401