

LEASE

AGREEMENT dated the 21st day of April 1931, by and between Southern Bleachery Inc., Taylors, South Carolina, and THE TEXAS COMPANY (Lessor): 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 Taylors, South Carolina, described as follows: Beginning at the N. E. Corner of P. & N. Ry. Underpass at the Southern Bleachery and running East 100 feet to the corner of the machine shop, thence North 100 feet to a point, thence West 100 feet to a point, thence South 100 feet to the point of beginning. Property bound on the North by P. & N. Ry. tracks, on the South East and West by property of Southern Bleachery Inc.,

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the 1st day of April 1931, Nineteen Hundred thirty one (April 1, 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 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 Texas Co. and the Southern Bleachery Inc., dated April 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 (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 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 hereto subscribed their names the day and year first above written. Witness: Minnie Jones, H. S. Shockley, Southern Bleachery Inc., H. R. Stephenson, Pres., Ernest Patton, Secy., THE TEXAS COMPANY (Lessor), E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me H. S. Shockley, (witness) who being duly sworn, says that he saw the Corporate seal of the Southern Bleachery Inc., affixed to the foregoing instrument and that he also saw H. R. Stephenson and Ernest Patton, Secretary of said corporation, sign, and attest the same, and that he with Minnie Jones, (witness) witnessed the execution and delivery thereof to the said act and deed of the said corporation. Sworn to before me this 21st day of April A. D. 1931. R. R. Asbury, Notary Public for South Carolina. Approved as to Terms: C. B. Barnett, C. B. Barnett, B. E. Dowdy. 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. Approved: X Recorded: June 23, 1931, at 8:00 o'clock A.M.

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LEASE

AGREEMENT dated the Second day of March 1931, by and between J. A. Kinion and Ressie Kinion (Wife) Greenville, South Carolina, R. F. D. # 5, and THE TEXAS COMPANY (Lessor): 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, R.F.D. # 5, County of Greenville, State of South Carolina, described as follows: Beginning at an iron pin 400 feet East of the Southeast intersection of the White Oak Road and the Camp Road, U. S. Highway # 29, and running East, along the south side of the Camp Road, 98 feet to a point, thence south 100 feet to a point, thence West 98 feet to a point, thence North 100 feet to the point of beginning. Property bound on the North by the Camp Road, U. S. Highway # 29, and on the East, South and West by property of J. A. Kinion. Ressie Kinion.

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the Second day of March 1931, Nineteen Hundred thirty one (Mar. 2, 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, 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 Texas Co., and J. A. Kinion dated May 14, 1930, or any agreement supplementary thereto or in lieu thereof. J. A. Kinion Ressie Kinion.

(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 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 hereto subscribed their names the day and year first above written. Witness: R. L. Harris, J. A. Kinion, G. A. League, Ressie Kinion, THE TEXAS COMPANY (Lessor), E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me R. L. Harris, (witness) who being duly sworn says that he saw the within named J. A. Kinion and Ressie Kinion, his wife, sign, seal and as their act and deed deliver to me the foregoing instrument for the purpose therein mentioned and that he with G. A. League (witness) witnessed the execution thereof. Sworn to before me this 2nd day of March A. D. 1931. F. M. Gifford, Notary Public for South Carolina. Commission expires at the Will of the Governor. Approved as to Terms: W. H. Comford, W. H. Comford, B. E. Dowdy. 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. Approved: X Recorded: June 25th 1931, at 8:00 o'clock A.M.

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