

AGREEMENT dated the 30th day of April 1931, by and between Battery & Electric Co. Inc., Greenville, South Carolina, 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 Buncombe and Academy Streets and running West, along the north side of Buncombe Street, 163 feet to a point, thence North 171 feet to a point, thence East 100 feet to a point, thence Southeast along the west side of Academy Street, 240 feet to the point of beginning. Property is bound on the South by Buncombe Street, on the East by Academy Street, on the North by the property of Charlie Tarrant and on the West by the property of W. C. Schwing.

(2)-Term. TO HAVE AND TO HOLD for the term of Five (5) years from and after the 15th day of June Nineteen Hundred Thirty one (June 15th, 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 lease, at the 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 Company and the Battery & Electric Co., Inc., dated June 15th, 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 monthly 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. (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. (10) It is agreed and understood that the Lessee has the option of renewing this lease for an additional term of five years, under the same conditions and covenants herein specified.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. L. Styles, Battery & Electric Company, Inc. L. E. Nickolson, By: D. Chisolm, Pres. Cecil Morris, V. Pres. THE TEXAS COMPANY (Lessee) Attest: E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville. S. L. Styles (witness) who, being duly sworn, says that he saw the corporation of the Battery & Electric Co. Inc., affixed to the foregoing instrument and made oath that he saw the within named and that he also saw L. D. Chisolm, President and Cecil Morris, V-Pres. of said Corporation and sign and attest the same, and that he with L. E. Nickolson, (witness) witnessed the execution and delivery thereof as the act and deed of the said corporation. Sworn to before me this 30th day of April A. D. 1931. Mary K. Templeton, Notary Public for South Carolina. My commission expires at the pleasure of the Governor. Approved as to Terms: C. B. Barnett Description: C. B. Barnett Form 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 26th 1931, at 8:00 o'clock A.M.

END OF Doc.

AGREEMENT dated the 19th day of August 1931, by and between D. P. Montgomery, Greenville, S. C. and THE TEXAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston, Texas. (Lessee)

(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 at an iron pin 175 yards north from the intersection of 2nd Street, Parke Place, and the Paris Mountain Road, and running North, along the west side of 2nd Street, 100 feet to a point, thence West 100 feet to a point, thence South 100 feet to a point thence East 100 feet to the point of beginning. Property bound on the North, West and South by property of D. P. Montgomery and on the East by 2nd Street.

(2)-Term. TO HAVE AND TO HOLD for the term of One year from and after the Twenty-first day of August Nineteen Hundred thirty one (Aug. 21, 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 at any time upon ten days prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co. and D. P. Montgomery dated Aug. 21, 1931 or any agreement supplementary thereto or in lieu thereof, either with the aforesaid D. P. Montgomery or any other commission agent the lessee might appoint.

(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, (and to paint same when and as necessary in opinion of lessor). (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. (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: R. L. Harris, D. P. Montgomery, (SEAL) G. A. League, THE TEXAS COMPANY (Lessee) Attest: E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville. R. L. Harris (witness) who being duly sworn says that he saw the within Personally appeared before me D. P. Montgomery, and made oath that he saw the within named D. P. Montgomery, sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein that xxxxx mentioned and that he with G. A. League, (witness) witnessed the execution thereof. Sworn to before me this 19th day of August A. D. 1931. E. M. Gifford, Notary Public for South Carolina. My commission expires at the pleasure of the Governor. Approved as to Terms: C. B. Barnett Description: C. B. Barnett Form 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: November 5th 1931, at 8:00 o'clock A.M.

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