

LEASE AGREEMENT dated the 19th day of August, 1931, by and between John Hunt, Greenville, S.C. 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, County of Greenville, State of S. C., described as follows:

Beginning at an iron pin on Hampton Avenue, Extension 175 feet west from the overhead bridge across the Southern Railroad tracks and running West, along the north side of Hampton Avenue Extension, 50 feet to a point, thence North 20 feet to a point, thence East 50 feet to a point, thence South 20 feet to the point of beginning.

Property is bound on the North, East and West by property of John Hunt and on the South by Hampton Avenue Extension.

(2)—Term. TO HAVE AND TO HOLD for the term of Five years 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 John Hunt dated Aug. 21, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid John Hunt 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 due.

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: R. L. Harris. John Hunt (SEAL) (Lessor)
 Witness: G. A. Leagus THE TEXAS COMPANY (Lessee)
 Attest: X By E. E. Dattner

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
 County of Greenville, }
 Personally appeared before me R. L. Harris.
 and made oath that he saw the within named John Hunt,
 sign, seal and as his act and deed, deliver the within written instrument, and
 that he with G. A. Leagus, witnessed the execution thereof.
 Sworn to before me this 19th day of August, A. D., 1931
G. V. Gifford (L. S.) R. L. Harris.
 Notary Public, Greenville, S. C. in and for Greenville County, S. C. or the State at Large.
 My commission expires at the pleasure of the Governor. Form E. E. Dowdy, Page 1.
 Approved as to Terms: G. E. Barratt Description By commission expires at the pleasure of the Governor. 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.

END OF Doc.

LEASE AGREEMENT dated the 20th day of August, 1931, by and between A. H. Cochran, Greenville, S.C., R. F. D. No. 8, 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 RFD No. 8, County of Greenville, State of S. C., described as follows:

Beginning on the Northeast corner at the intersection of the White Horse Road and the Piedmont Road and running North, along the east side of Piedmont Road, 60 feet to a point, thence East 60 feet to a point, thence South 60 feet to a point, thence West 60 feet to the point of beginning.

Property bound on the North, East and South by the property of A. H. Cochran and on the West by the Piedmont Road.

(2)—Term. TO HAVE AND TO HOLD for the term of One year from and after the 21 day of August, Nineteen Hundred thirty one (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' written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co., and A. H. Cochran dated August 21, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid, A. H. Cochran 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 as and when necessary 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: R. L. Harris. A. H. Cochran (SEAL) (Lessor)
 Witness: W. T. McAllister, THE TEXAS COMPANY (Lessee)
 Attest: X By E. E. Dattner.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
 County of Greenville, }
 Personally appeared before me R. L. Harris.
 and made oath that he saw the within named A. H. Cochran, instrument, and
 sign, seal and as his act and deed, deliver the within written instrument, and
 that he with W. T. McAllister witnessed the execution thereof.
 Sworn to before me this 20th day of August, A. D., 1931
G. V. Gifford (L. S.) R. L. Harris.
 Notary Public, Greenville, S. C. in and for Greenville County, S. C. or the State at Large.
 My commission expires at the pleasure of the Governor. Form B. E. Dowdy, Page 1.
 Approved as to Terms: G. E. Barratt Description By commission expires at the pleasure of the Governor. 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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