

LEASE

AGREEMENT dated the _____ day of _____ 19____ by and between

Tony Taleff and Spasia Taleff, his wife
Residing at (Greer) Greer, South Carolina

(lessor) and The Texas Company, a corporation, of Delaware, having a place of business at
Atlanta, Georgia (lessee).

1.--Premises Leased.--Lessor hereby leases unto lessee a tract of land, with the improvement thereon, in the City of Greer, County of Greenville, State of South Carolina, described as follows:

Beginning at a stake at the intersection of Depot and Hill Streets (inside sidewalks) and runs thence; S. 58 E. 139.7 feet to a stake on the South Side of alley thence; S. 12 E. 14.6 feet with alley to a stake at corner of lot No. 15; thence S. 78 W. 99.5 feet to a stake on the inside of sidewalk on Depot Street; thence N. 12 W. 110.7 feet to the beginning corner and designated as lots number 16, 17 and 18 on a plat prepared by W. A. Christopher as surveyed by H. S. Breckman January 1919.

Tony Taleff

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

2.--Term To have and to hold for the term of ten years, from and after the first day of March and Thirty March 1st, 1930.

3.--Rental. Lessee agrees to pay the following rent for said premises:--
\$135.00 per month for the term of this lease.

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, entirely satisfactory to lessee, shall have been (a) constructed upon the demised premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments in advance and that if any installment 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' written notice to lessee.

4.--Maintenance. (a) Lessor agrees to maintain said premises and improvements in good repair during the term of this lease (except as hereinafter in sub-section "b" of this clause provided) and to rebuild within sixty days any structures on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty days' notice to lessor, in which event rentals shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure, together with interest at six per cent. 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.

(b) During the term of this lease, lessee shall maintain all mechanical equipment in good repair, and, whenever it deems necessary, shall paint structures on said premises.

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 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 lessee, for any reason other than (a) any willful act of lessee and or (b) damage or destruction of premises and or any structures thereon be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, 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 be come a lien on the demised premises and improvements as they may become due. If lessor should fail to do so, lessee shall have the right either to make such payments 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.

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