

T. T. Co. File No. 4382 C

LEASE

AGREEMENT dated the 16th day of March 1933 by and between A. F. McKissick and Ellison S. McKissick, Greenville, South Carolina,

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee) Greenville County of Greenville, State of South Carolina, described as follows:

Beginning at the Southeast corner of the intersection of College and Buncombe Street, thence Southeasterly along the Eastern boundary of Buncombe Street, a distance of one hundred feet (100) thence Northeasterly, a distance of sixty four feet and six inches (64' 6") to the Southerly boundary of College Street, thence Westerly along the Southerly boundary of College Street, one hundred eighteen feet, six inches (118' 6") to point of beginning, being triangular in shape.

Term: TO HAVE AND TO HOLD to the term of Five (5) years from and after the 15th day of March Nineteen Hundred Thirty-three (1933) 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.

Rent: Lessee agrees to pay the following rent for said premises:

Fifty (\$50.00) Dollars per month for the entire term of the lease, payable monthly in advance.

and agrees that, if any installment thereof shall be 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... (4) Maintenance: Lessee agrees to maintain and repair and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of lessor... (5) Removal of Property: Lessor 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 lessor placed on or in said premises... (6) Lessor's Right of Termination: Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be precluded from establishing or continuing the business of distributing petroleum products... (7) Changes in Deed or Title: Lessor warrants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto... (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... (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. L. Lesley, L. J. Connelly, A. F. McKissick, Ellison S. McKissick, E. E. Dattner

S. C. Stamps \$ 32 cents, U. S. Stamps \$ cents (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville.

Personally appeared before me M. L. Lesley, A. F. McKissick & Ellison S. McKissick who being duly sworn says that he saw the within named the ir sign, seal and as L. J. Connelly and deed, deliver the foregoing instrument for the purpose therein mentioned and that he with M. L. Lesley, (witness) witnessed the execution thereof.

Sworn to before me this 16th day of March A. D. 1933 M. L. Lesley, Notary Public in and for State of S. C. XXXXXX, or the state at large.

My commission expires at the pleasure of the Governor. Approved as to Terms: G. E. Ware Description: E. E. Dattner Form: B. E. Dordy

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: