

T. T. Co., File No. LEASE AGREEMENT dated the 24th day of July, 1934, by and between

Mr. L. C. Julian, Shelbyville, S. C., and THE TEXAS COMPANY, 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, County of Greenville, State of South Carolina, described as follows:

Beginning on the northwest corner at the intersection of Spring Street and East Main Avenue and running North 45 feet to a point; thence 45 degrees South west 63.639 feet, plus, to a point; thence East 45 feet to the point of beginning. Properly bounded on the East by Spring Street, on the West and North by the property of Mr. Cleveland and on the South by East 27th Ave.

(2) - Term. TO HAVE AND TO HOLD for the term of One year and after the termination by lessee at the end of the first year on any subsequent year upon thirty (30) days' written notice from lessee to lessor. Provide, however, that the Lessee, at its option may terminate this agreement at any time on Lessee's prior written notice in event of the cancellation or termination in any manner of (a) that certain commission as per agreement between... (b) any agreement supplying... (c) any future agreement between the Lessee, as principal, and another, as agent, for the sale by the latter on behalf of the Lessee of petroleum products or other commodities at or from the demised premises.

Provided, however, that Lessee may terminate at any time upon giving Lessee thirty days' prior written notice. L. C. Julian

(3) - Rent. Lessor agrees to pay the following rent for said premises: \$150.00 per month, payable in advance, during the term of the lease. Provided, however, that no rentals shall accrue or become due until the premises herein described have been turned over to the Lessee for conducting its business.

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 in good repair during the term of this lease and to paint same as and when necessary in opinion of lessor. In the event of his failure to do so, lessee may, at its election and option terminate the lease on thirty (30) days' notice to lessor, at the expense of lessor. (5) - Lessor's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessor for any reason be prevented from establishing or conducting the business of distributing petroleum products on said premises, or should said business for any reason in lessor'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. (6) - Warranties. 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, and to reimburse and hold lessee harmless from all changes and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title. (7) - Lessor and Assignments. 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. In lessee 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 the lessee shall have the right to apply accounting receipts 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. (8) - 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.

(9) With further reference to clause 7. Maintenance, it is agreed that the premises and improvements be kept in equally as good repair by Lessee as they are at present, excepting ordinary wear and tear.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and date above written.

Witness: J. M. Mack, L. C. Julian (Seal) THE TEXAS COMPANY (Lessee) G. E. Dattner, Manager Sales Department. Attest: J. B. Stuber, Assistant Secretary. S. C. Stamps \$... and 12 cents. U. S. Stamps \$... and ... cents. (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared Lessee me, L. H. Anderson, who being duly sworn says that he saw the within named L. C. Julian sign, seal and as he do act and deed, deliver the foregoing instrument for the purpose therein mentioned. and that he be with J. M. Mack, (witness) witnessed the execution thereof. Sworn to before me this 24th day of July, A. D., 1934. M. Giffard, Notary Public in and for Greenville County, S. C., or the state at large. My commission expires at the pleasure of the Governor.

Approved as to Terms: G. E. Dattner, Description: Greenville, S. C., Form: B. E. Dattner. 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:

Recorded: Sept. 13th, 1934, at 8:15 P. M. o'clock. A. M.

T. T. Co. File No. 94677