

T. T. Co., File No.

LEASE

AGREEMENT made the 19th day of June 1934 by and between Moore, U. F. Morris and A. F. Mc Kissick, Greenville, South Carolina

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 corner at the Northwest intersection of Laurens and West North Streets and running North, along the West side of Laurens Street, 76 feet to a point; thence West 39 feet to a point; thence South 76 feet to a point; thence East, running along the North side of West North Street, 39 feet to the point of beginning. Bounded on the North and West by property of U. F. Morris and A. F. Mc Kissick, on the East by Laurens Street and on the South by West North Street.

(2) - Term. TO HAVE AND TO HOLD for the term of Ten years from and after the date of this lease, to wit: the 19th day of June 1934, and after the expiration of the term of this lease, the premises shall revert unto the lessor, together with all improvements thereon, and the lessor, at its option may terminate this agreement at any time upon ten days' notice in writing to the lessee, in which event the commission or termination in any manner of the certain commission as herein provided shall be void.

(3) - Rental. Lessee agrees to pay the following rent for said premises: \$110.00 per month for the first five years and \$125.00 per month for the second five years 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 it will 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 and to do so when necessary in opinion of Lessee. 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 accounting credits 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 premises for any reason in Lessee's judgment become unduly burdensome, Lessee may terminate this lease upon giving notice. (7) - Damages for Default 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. Lessee agrees to pay all taxes, assessments and obligations of all character on any leasehold interest in the premises, and to indemnify and hold Lessor harmless from all such taxes, assessments and obligations, or in the event of a foreclosure of any such lien and the sale of said premises and improvements, shall have the right to pay 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) Lessor agrees to remove buildings, driveways and other improvements now on the demised premises at their own expense and to erect thereon at their own expense service stations and driveways complete in accordance with plans and specifications hereto attached, minimum 1000 sq. ft. unless otherwise noted when under the direction of first above written.

Witness: L. H. Anderson, U. F. Morris (Seal) (Lessor)
Witness: S. L. Stiles, A. F. Mc Kissick (Seal) (Lessor)
THE TEXAS COMPANY (Lessee)
Attest: J. S. Manley

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me L. H. Anderson who being duly sworn says that he saw the within named U. F. Morris and A. F. Mc Kissick sign, seal and assent thereto, and that he with S. L. Stiles act and sign before the foregoing instrument for the purpose therein mentioned. S. L. Stiles (witness) witnessed the execution thereof. Sworn to before me this 18th day of June, 1934. F. M. Whifford, Notary Public in and for Greenville, S. C. on the state at large.

My commission expires at the pleasure of the Governor. Approved as the Terms: B. E. Wade Description: C. E. Dattner Form: B. E. Doudry;

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. Recorded: Sept. 19, 1934, 9:00 o'clock, A.M.