

LEASE AGREEMENT dated the 18th day of April 1932, by and between S. B. Dillard, Marietta, 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 Marietta, Texas, County of Greenville, State of S. C., described as follows:

Beginning at an iron pin on the West side of State Highway # 284 one-half mile North of the Marietta, S. C. Post-Office and running North, along the west side of highway, 200 feet to a point, thence West 200 feet to a point, thence South 200 feet to a point, thence East 200 feet to the point of beginning.

Property bounded on the North, West and South by property of E. W. Gillespie and on the East by State Highway #284.

T. T. Co. File No. 8969A

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the first day of April Nineteen Hundred Thirty-two (April 1, 1932) 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 (a) certain commission agency agreement between The Texas Co. and S.B. Dillard dated April 1, 1932, or (b) any agreement supplementary thereto or in lieu thereof, or (c) any future agreement between the Lessee, as principal, and another, as agent, for the sale by the latter on behalf of the former of petroleum products or other commodities at or from the demised premises

(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 in opinion of 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.

S. C. Stamps \$0.20

IN WITNESS WHEREOF lessor and lessee have hereto subscribed their names the day and year first above written.

Witness: S. L. Styles, R. L. Harris, S. B. Dillard (SEAL) (Lessor)

THE TEXAS COMPANY (Lessee)  
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 S. B. Dillard, act and deed, deliver the within written instrument, and that he with S. L. Styles, witnessed the execution thereof.

NOTARY PUBLIC

Sworn to before me this 18th day of April A. D. 1932.

F. M. Gifford, Notary Public for South Carolina in and for Greenville County, S. C. or the State at large. My commission expires at the pleasure of the Governor B. Barnett, Form B.E. 8969A.

Approved: [Signature]

Recorded July 26th 1932 at 8:00 o'clock A.M.

See Agreement to this Lease See Deed Book 164, page 264.

END OF Doc

LEASE AGREEMENT dated the 3rd day of May 1932, by and between W. T. Looper, 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, State of South Carolina, described as follows:

Beginning at the Northeast intersection of the Easley Bridge Road and Washington Avenue and running East, along the North side of the Easley Bridge Road, 100 feet to a point, thence North 100 feet to a point, thence West 100 feet to a point, thence South, along the East side of Washington Avenue, 100 feet to the point of beginning.

Bounded on the North and East by property of W. T. Looper, on the West by Washington Avenue and on the South by the Easley Bridge Road.

T. T. Co. File No. 20555, S. C. S stamps \$0.20

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the third day of May Nineteen Hundred Thirty-two (May 3, 1932) 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 (a) that certain commission agency agreement between The Texas Co. and F. H. Hamilton dated May 3, 1932, or (b) any agreement supplementary thereto or in lieu thereof, or (c) any future agreement between the Lessee, as principal, and another, as agent, for the sale by the latter on behalf of the former of petroleum products or other commodities at or from the demised premises.

(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 in opinion of 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 hereto subscribed their names the day and year first above written.

Witness: R. L. Harris, W. T. Looper (SEAL) (Lessor)

THE TEXAS COMPANY (Lessee)  
By: E. E. Dattner,

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville, Personally appeared before me R. L. Harris, (witness) and made oath that he saw the within named W. T. Looper, act and deed, deliver the within written instrument, and that he with F. H. Hamilton, witnessed the execution thereof.

Sworn to before me this 3rd day of May A. D. 1932.

F. M. Gifford, Notary Public for South Carolina, or the State at large. My commission expires at the pleasure of the Governor B. Barnett, Form B.E. 8969A.

Approved: [Signature]

Recorded August 3rd 1932 at 8:00 o'clock A.M.

END OF Doc