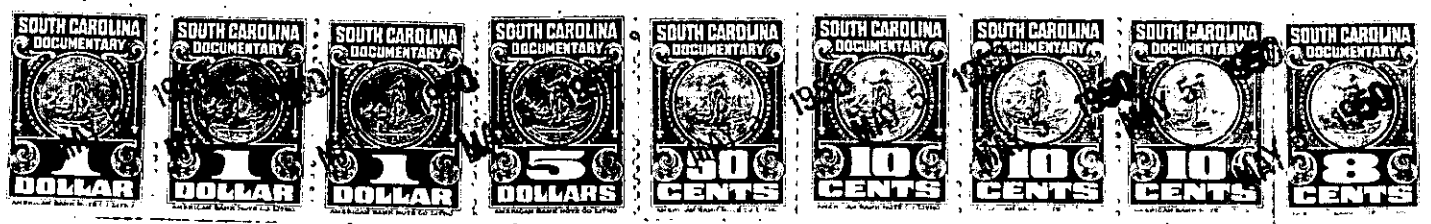


LEASE

Agreement dated the 15th day of February, 1950, by and between Jack K. Wherry, and Mrs Elizabeth F. Wherry, and Clyde L. Miller, T/A Dealers Supply Company, Greenville, South Carolina. (lessor) and THE TEXAS COMPANY, a Delaware corporation, 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:

All that piece, parcel or lot of land in Greenville township, Greenville County, State of South Carolina, in the City of Greenville, having according to a plat of the property of R. M. Caine and H. C. Beattie, plat made by Dalton & Neves, Engineers in August 1949 and according to a plat by Dalton & Neves, Engineers, in May 1931, which latter plat is recorded in the R.M.C. Office for Greenville County in Plat Book K, pages 98 and 99, the following metes and bounds, to-wit; Beginning at an iron pin at the intersection of the Eastern Side of C Cleveland Street with the Northern Side of University Ridge and running thence along the Northern Side of University Ridge (N. 86 - 44E) 101 feet to an iron pin; thence (N. 11 - 23 W) 97 feet more or less to an iron pin in the property now or formally belonging to C. B. Martin; thence along the line of the property now or formally of C. B. Martin (S. 82 - 00W) 100 feet to an iron pin on the Eastern Side of Cleveland Street; thence along the Eastern Side of Cleveland Street (S. 11 - 23E) 89.2 feet to an iron pin at the point of Beginning.



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.

INITIAL HERE (2)—Term. TO HAVE AND TO HOLD for the term of TEN (10) years, from and after the day of Nineteen Hundred

Handwritten initials and signatures in a box, including 'E.F.W.' and 'C.L.M.'.

from and after the date certain improvements hereinafter provided for are completed by lessor and accepted by lessee, which date shall be established in writing.

Handwritten initials and signature 'C.L.M.'.

It is agreed and understood that lessee shall have the right to cancel this lease forthwith a) if lessor should for any reason fail to acquire legal title to the premises herein demised, including specifically the western 10 feet thereof fronting on Cleveland Street and formerly designated as "screening area" within 60 days after the delivery to lessor by lessee of this lease duly signed and approved b) in the event lessee should at any time be prevented in any manner from using the said 10 foot strip of land formerly designated as "screening area" and fronting on Cleveland Street in the operation of service station to be constructed upon the demised premises as herein provided.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

One Hundred Eighty Five Dollars (\$185.00) per month, payable monthly in advance. Lessee further agrees to pay in addition to the rental aforesaid a sum equal to one cent (1¢) for each gallon of lessee's gasoline delivered to said premises in excess of 222,000 gallons per annum, said rental to be paid on or before the fifteenth day following the end of each yearly period. Provided, however, that in no event shall the total amount (fixed rental plus gallonage rental) payable for any yearly period exceed the sum of Three Thousand Dollars (\$3,000.00).

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