

LEASE

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H. F. HARRINGTON
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GREENVILLE, S. C.

Agreement dated the Eighteenth day of February, 1953, by and between
J. W. Hicks
R. F. D. No. 4, Greenville, South Carolina
(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at Atlanta,
Georgia (lessee).

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, ^{near} ~~in~~ the
City of Greenville, County of Greenville
State of South Carolina, described as follows:

Beginning at the point of intersection of North boundary line of Clearview Drive with the East boundary line of Augusta Road, thence along the Northern side of Clearview Drive in an Easterly direction for a distance of 100 feet to a point, thence in a Northerly direction along a line parallel to Augusta Road a distance of 88 1/2 feet to a point, thence in a Westerly direction along a line parallel to Clearview Drive a distance of 100 feet to a point on the Eastern side of Augusta Road, thence in a Southerly direction along the Eastern side of Augusta Road for a distance of 88 1/2 feet to point of beginning.

Bounded: on the West by Augusta Road
on the South by Clearview Drive
on the East by other property of Lessor
on the North by other property of Lessor.

The said property being about two miles from the City of Greenville, South Carolina.

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;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

One complete brick service station with one bay and garage.

(2)—Term. TO HAVE AND TO HOLD for the term of Five (5) years,
from and after the Sixteenth day of June, Nineteen Hundred Fifty Three (June 16, 1953) but subject to termination by lessee ^{or Lessor} at the end of the first year or any subsequent year upon thirty (30) days' prior written notice from lessee to lessor, or lessor to lessee.

(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 delivered to the said premises each calendar month during the term hereof, payable monthly on the fifteenth day of each month next following the month for which payment is made.

Lessee agrees that rental shall be payable in monthly installments and 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 Division Manager of the lessee, at its principal place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

T. C. PHIPPS