

TITLE TO REAL ESTATE

FORM G-77 2-33-20M

L E A S E

AGREEMENT dated the 8th day of June, 1940, by and between Mrs. Mary Brown Hartsell Greenville, S. C., (lessor) 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 of Mrs. Daisy Glenn's property which is 100 feet south of the Southern Railway Company's tracks, and which is on the west side of U. S. Highway #20, and running south 138 feet, along west side of Highway to a point; thence west 75 feet to a point; thence north 138 feet parallel with Highway #20 to a point; thence east 75 feet to the point of beginning.

Property known as lot #1 and #2 of the Melrose Land Company and is bound on the south, west and north by property of Mrs. Daisy Glenn and on the east by State Highway #20.

(2)-TERM. TO HAVE AND TO HOLD for the term of Five Years, from and after the First day of June, Nineteen Hundred Forty (June 1, 1940) 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.

(3)-RENTAL. Lessee agrees to pay the following rent for said premises:

A sum equal to one-cent for each gallon of Lessee's gasoline sold from said premises each calendar month during the term hereof, payable monthly 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' 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.

(4)-MAINTENANCE. Lessor agrees to maintain said premises and improvements in good repair and to paint same when and as necessary in opinion of Lessee, 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 to sever and remove all fixtures, equipment and other property placed on 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 structures 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 payments 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 enure to the benefit of the parties hereto and their respective successors or assigns.

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

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