

TITLE TO REAL ESTATE

L E A S E

Agreement dated the 19th day of December, 1941, by and between Mr. J. A. Cureton, Greenville, South Carolina, (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:

Lot of land at the southeast corner of U. S. Highway #29 and Avondale Avenue; Beginning at the intersection of U. S. Highway #29 and Avondale Avenue and running east along Avondale Avenue 100 feet; thence in a southerly direction to North Main Street 150 feet; thence north-west along North Main Street to U. S. Highway #29 100 feet; thence north along U. S. Highway #29 90 feet to the point of beginning.

Bounded on the north by Avondale Avenue, on the east by property of J. A. Cureton, on the south by North Main Street and on the west by U. S. Highway #29.

Together with 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 25' x 20' Brick service station building with 25' Canopy inside and outside driveway-- driveways of concrete -- ladies and mens rest rooms.

Two (2) Tokheim Electric Computing Pumps

One (1) 1-1/2 HP Curtis Air Compressor

One (1) Concrete lubrication pit

One (1) 21' x 24' Covered wash rack

(2)--Term. To Have and to hold for the term of One (1) years, from and after the First day of February, Nineteen Hundred Forty-two (2-1-42) 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:-

Fifty (\$50.00) Dollars per month, plus and additional sum equal to one-cent for each gallon of lessee's gasoline sold from said premises each month during the term hereof in excess of 5000 gallons, payable monthly on the 10th day of each month next following the month for which payment is made. Provided, however, that the rental shall not exceed \$75.00 for any one month during the term of this lease.

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 Assistant Land Attorney of the 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.

No change in ownership of the premises, or assignment of the rental provided for herein, shall be binding upon lessee for any purpose until after lessee has been furnished with a written transfer or assignment, or a true copy thereof, evidencing such change in ownership or assignment.

(4)-- Maintenance. Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, and to paint same according to lessee's specifications when deemed necessary in the opinion of the lessee during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, Lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. 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 buildings, and improvements, fixtures, equipment and other property owned by lessee or 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 lessee, for any reason other than (a) any wilful act of lessee and/or (b) damage or destruction of premises and/or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, 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,