

LEASE H. F. HARRINGTON

Agreement dated the 3rd day of November, 1953, by and between

James W. Hicks
5005 Augusta Road, 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 the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Beginning at a point where the East right-of-way line of Augusta Road (U. S. Highway No. 25) intersects the South right-of-way line of East View Drive and running thence N 79° 38' E along the South right-of-way line of East View Drive a distance of 75 feet to a point; thence running S 0° 54' W a distance of 67 feet to a point; thence running S 40° 00' W a distance of 64 feet to a point; thence running S 79° 38' W a distance of 75 feet to a point in the East right-of-way line of Augusta Road (U. S. Highway No. 25); thence running N 4° 00' E along the East right-of-way line of Augusta Road (U. S. Highway No. 25) a distance of 64 feet to a point; thence running N 0° 54' E along the East right-of-way line of Augusta Road (U. S. Highway No. 25) a distance of 67 feet to 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.

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

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.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—
One Hundred Fifty Dollars (\$150.00) per month, and 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 the demised premises in excess of 15,000 gallons per month, said rental to be paid on the fifteenth day following the month for which payment is made; provided, however, that in no event shall the total amount (fixed rental plus gallonage rental) payable for any monthly period exceed the sum of Two Hundred Fifty Dollars (\$250.00).

367