

MUTUAL CANCELLATION AGREEMENT

By mutual consent and agreement, that certain lease agreement entered into by and between J. W. Hicks, as Lessor and The Texas Company, as Lessee, under date of February 18, 1953, covering service station property hereinafter described, is hereby cancelled and terminated in its entirety, such cancellation and termination to take effect at midnight the 30th day of April, 1954.

PROPERTY DESCRIPTION:

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: West, by Augusta Road,
South, by Clearview Drive,
East by other property of Lessor,
North by other property of Lessor.

The said property being about two miles from the City of Greenville, South Carolina, and herein called the Clearview Drive tract.

It being understood and agreed however, that for and in consideration of the termination of the lease on the above described land by The Texas Company and the mutual benefits to be derived from the lease entered into between The Texas Company and J. W. Hicks dated November 3, 1953 on the following described land hereafter referred to as the Eastview Drive tract to-wit:

Being near the city of Greenville, county of Greenville, state of South Carolina and 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 Eastview Drive and running thence N 79° 38' E. along the South right-of-way line of Eastview Drive a distance of 75 feet to a point; thence running S. c° 54' W a distance of 67 feet to a point; thence running S 4° 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.

J. W. Hicks does hereby covenant and agree for himself, his heirs and assigns that the above described land referred to as the Clearview Drive tract shall not be used for selling or dispensing of petroleum or its products in any manner during the 10 year term of The Texas Company lease on the Eastview Drive tract and the options to extend which shall be exercised in accordance with the terms thereof, but in no event to extend beyond the 25 years provided by the term and options contained in said lease. It is further agreed that should the said lease on the Eastview Drive tract terminate or for any reason cease to exist then said covenant shall no longer be of any force or effect. It is the express intention of the parties hereto that this covenant shall

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of April, 1954.
F. 288285
28297 A. Cancellation