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2640 LEASE

Return to
TEXACO Inc.
Legal Department
Att: A. T. Hirsch
P.O. Box 2332
Houston, Texas

Agreement dated the 22nd day of May

J. H. BATSON.

NEW BUNCOMBE ROAD, GREENVILLE, S. C.

(lessor) and TEXACO INC., 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, in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Beginning at the point where the southerly boundary line of Blue Ridge Drive intersects the westerly boundary line of New Buncombe Road and running thence in a westerly direction along the southerly side of Blue Ridge Drive a distance of 60 feet to a point, thence running in a southeasterly direction a distance of 95 feet to a point; thence in an easterly direction along a line parallel to Blue Ridge Drive a distance of 80 feet to a point on the western side of New Buncombe Road; thence along the western right-of-way line of New Buncombe Road a distance of 100 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;

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

1 Brick Service Station Building complete, with three service bays, and drive canopy.

Asphalt driveways and approaches.

(2)—Term. TO HAVE AND TO HOLD for the term of Five (5) years, from and after the sixteenth day of June, Nineteen Hundred Sixty-one (June 16, 1961) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' prior written notice from lessee to lessor.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

A sum equal to one and one-quarter cents (1-1/4¢) per gallon on each gallon of lessee's gasoline delivered to the said premises each calendar month during the term thereof, payable monthly on the 15th 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 Sales Manager of the lessee, at its 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.

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