

T. Y. Co., File No.

LEASE

AGREEMENT dated the 13rd day of July, 1952, by and between
John L. Catheran, Leaseholder, lessor,
and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas, (lessee).

(1) Previous Lease. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, N. C. D.

County of Greenville, State of South Carolina, described as follows:

The beginning of said tract and corner at the intersection of Scott Street and Cedar Street, running street, along south side of Cedar Road, 51 feet to a point thence North 50 feet to a point, thence, to a point 51 feet from point thence South, running along East side of Scott Street, 50 feet to point of beginning.
Bounded by the south and west property of D. C. Catheran, on the East by Scott Street and on the South by Cedar road.

(2) Term. TO HAVE AND TO HOLD for the term of 1 year, 1952, years from and after the

termination by lease at the end of the first year and subsequent years upon thirty (30) days' written notice from lessor to lessor. Provided, however, that lessor at its option may terminate this agreement at any time upon ten days' written notice or in event of the collection or execution in any manner of (a) that certain commission agreement between John L. C. Catheran, dated July 23, 1952, on (b) any agreement supplementing thereto or in full thereof, or (c) any other agreement between the lessor, its principal, and another, as agent, for the sale by the latter on behalf of the former of petroleum products or other commodities as set forth in such agreement.

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

One cent (\$1) for each gallon of Texas' gasoline sold per gallon sold, measured each month during the term hereof payable on the 10th day of each month next following the month for which payment is due.

and agrees that, if any installment thereof shall be due and unpaid for an (60) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall have the right to commence a action (60) days after notice to lessor.

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of lessor. In the event of his failure to do so, lessor may, at his own expense, make the necessary repairs at the expense of lessor, and have the right to apply account rental for the purpose of reimbursing itself. During the time the premises are undergoing repairs, the use thereof by lessor is entirely interfered with, the cost accruing during such period shall be abated.

(5) Removal of Property. Lessor 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 fixtures, equipment and other property of lessor placed on or in said premises by him during the term of this lease or previous lease, or any extension or renewal thereof.

(6) Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or all said lease for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said business at any reason in lessor's judgment become unduly burdensome, lessor may terminate this lease upon giving ninety (90) days' written notice in which event the rental obligation shall prorate to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well skilled of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto and to reimburse and hold lessor harmless from all damages and expenses which lessor 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 other amounts which may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessor shall have the right either to make such payment in the account of lessor, in which event it shall be so rated to all the rights of the holder of such tax, and in addition thereto shall have the right to sue for recovery of such amount in satisfaction of such liens or lease, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to keep in said premises and improvements for its own account.

(9) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

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

Witness: John L. Catheran
Witness: Mr. E. L. Catheran

D. C. Catheran (Seal)
THE TEXAS COMPANY (Lessor)

Attest:

S. C. Stamps \$ and 12 cents.
U. S. Stamps \$ and cents.
(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,
County of Greenville,

Personally appeared before me H. L. Hazen D. C. Catheran (witness)
who being duly sworn says that he saw the within named H. L. Hazen sign, seal and affix his mark and deed, deliver the foregoing instrument for the purpose therein mentioned
and that H. L. Hazen be with D. C. Catheran (witness) witnessed the execution thereof.

Sear to take me this 23rd day of July, 1952 (S. S.) H. L. Hazen

Notary Public in and for Greenville, S. C. County, S. C. or the state at large.

My commission expires at the pleasure of the Governor.

Approved as for Term J. H. Brackenbury Description J. H. Brackenbury
This agreement not binding on THE TEXAS COMPANY unless and until approved by writing by its Sales Manager or Assistant Sales Manager by signature below.

Approved:

Recorded Sept. 15, 1952 at 8:15 o'clock A. M.