

L E A S E

Form G-77- 2-41 - 18 M

AGREEMENT dated the 3rd day of November, 1942, by and between Ellison S. McKissick, Individually, and Margaret Smyth McKissick, Ellison S. McKissick and Jean R. McKissick, as Trustees and Executors Estate of Anthony Foster McKissick, Deceased - Greenville, S. C. (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, in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Beginning at the Southeast corner of the intersection of College and Buncombe Street; thence southeasterly along the Eastern boundary of Buncombe Street a distance of One Hundred feet (100'); thence northeasterly a distance of Sixty Four feet Six Inches (64'6") to the southerly boundary of College Street; thence Westerly along the southerly boundary of College Street One Hundred Eighteen Feet Six Inches (118'6") to point of beginning, being triangular in shape.

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:-~~

(2) -- Term. To have and to hold for the term of Five (5) years, from and after the Fifteenth day of March, Nineteen Hundred Forty Three (March 15, 1943), 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:---

The sum of Twenty Five dollars (\$25.00) per month, plus an additional sum equal to one cent (1¢) per gallon upon each gallon of lessee's gasoline sold from the demised premises monthly in excess of 2500 gallons, payable monthly on or before the 10th day of each month next following the month for which payment is made, provided however that the rental hereunder for any one calendar month shall not exceed the sum of Seventy-five dollars (\$75.00).

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) This paragraph marked out.

(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, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance of defect in such title.

(8) -- Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises ~~and improvements~~ as they become due. If lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises ~~and improvements~~, shall have the right to buy in said premises ~~and improvements~~ for its own account.

(9) -- Option, Lessor hereby gives lessee the right and option to purchase the demised premises and all structures and improvements thereon at any time during the term of this lease for the sum of _____ Dollars (\$ _____). In the event a part of the premises herein