

Received thru Mail SEP 16 1947 LEASE

at 1.0 A.M. 18:34 Agreement dated the 31st day of July, 1947, by and between

J. A. CURETON Greenville, South Carolina

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at Houston, Texas (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:

Lot of land at the southeast corner of U.S. Highway No. 29 and Avondale Avenue; beginning at the intersection of U.S. Highway No. 29 and Avondale Avenue and running east along Avondale Avenue 100 feet; thence in a southerly direction to North Main Street 150 feet; thence northwest along North Main Street to U.S. Highway No. 29 100 feet; thence along U.S. Highway No. 29 90 feet to the point of beginning.

Bounded on the north by Avondale Avenue, on the East by property of J. A. Cureton, on the south by North Main Street, and on the west by U.S. Highway No. 29.

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:

- 1 25' x 20' Cream Brick Building - Rest Rooms - 25' Canopy; Concrete Driveways, 2 Composting Pumps, 1 1-1/2 HP Air Compressor, Concrete lube pit and covered wash rack.

T. T. CO. FILE NO. 7028H

(2)-Term. TO HAVE AND TO HOLD for the term of Five (5) years,

from and after the First day of February, Nineteen Hundred Forty Eight (February 1, 1948) 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:

\$85.00 per month payable on or before the 10th day of the month next following the month for which payment is made. It is understood, however, that for each year of the term hereof in which more than 102,000 gallons of Lessee's gasoline shall be sold from the leased premises,

Lessee shall pay within thirty days after expiration of such year, an additional sum equal to one cent (1%) for each gallon of its gasoline so sold in excess of 102,000 gallons, provided that if this lease is terminated prior to the expiration of any contract year then the additional rental, if any, shall be a sum equal to one cent (1%) for each gallon of Lessee's gasoline sold in excess of that quantity which bears the same ratio or proportion to 102,000 gallons as the expired portion of such contract year bears to the whole year, and provided further that the rental hereunder for any one contract year shall in no event exceed the sum of \$1,000.00.

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.