

MAR 3 1949

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H. F. HARRINGTON
P. O. BOX 2332
HOUSTON 1, TEXAS

LEASE

Agreement dated the 14th day of December, 1948, by and between

Miss Ida J. Dacus,
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:

Beginning at a point at the intersection of Buncombe Road and Huff Line and running east 100 feet along the south side of Buncombe Road to a point; thence south 100 feet to a point; thence west 100 feet to a point on the east side of Huff Line; thence north along the east boundary line of Huff Line 100 feet to point of beginning.

Property bounded on the North by Buncombe Road (which is U.S. Highway No. 25) on the east and south by other property of the lessor and on west by Huff Line.

(1-A) Additions, Alterations and Remodeling. Lessor hereby agrees to make or cause to be made the additions, alterations and remodeling in and to the improvements now situate upon the premises herein demised, for use of the lessee, in accordance with plans and specifications mutually agreed upon and signed in approval by lessor and lessee. The lessee agrees to reimburse lessor for the cost of said additions, alterations and remodeling in excess of \$3,554.90, the amount of such reimbursement in no event, however, to exceed the sum of \$2,377.56.

^{1. D.} In event of lessor's failure to perform or complete the additions, alterations and remodeling as provided in the preceding paragraph within 180 days after the delivery by lessee to lessor of this lease, duly approved and signed, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor, and in such event shall be under no obligation to reimburse lessor for any amount whatsoever expended by lessor in connection with the said additions, alterations and remodeling, or perform or complete the said additions, alterations and remodeling at the expense of the lessee not to exceed \$3554.90 less any amounts theretofore expended by lessor toward the performance and completion of the said additions, alterations and remodeling, and shall have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure plus interest at six per cent.

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
- 2 Cut 60 Wayne Electric Computing Pumps
- 2 1000 gallon underground tanks
- 1 65 gallon lubricating outfit
- 1 Eco Air Stand
- 1 Automobile Lift (Drive-on Type)
- 1 2 HP Air Compressor

(2)—Term. TO HAVE AND TO HOLD for the term of 12 years and 9 months years,
from and after the First day of January, Nineteen Hundred

Forty Nine (January 1, 1949) 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. J. J. B.