

E.M.B. Atty.

## L E A S E

AGREEMENT date the 5th day of February, 1944, by and between Estate of Wilton H. Earle, deceased, by Mrs. Marguerite Geer Earle, Executrix; Greenville, S. C. and Mrs. Wilton H. Earle, individually (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, with the improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Beginning at the northeast corner of the intersection of Academy Street and McBee Avenue and running northwardly along Academy Street 100 feet; thence eastwardly a distance of 48 feet to a point; thence southwardly 100 feet to McBee Avenue; thence Westwardly 48 feet along McBee Avenue to the point of beginning.

Bounded on the North and East by property owned by Henry Theodore, on the South by McBee Avenue and on the West by Academy.

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. - Brick drive-in Service Station 18' x 20' with 24' Canopy, complete with men's and women's rest rooms, concrete driveways and approaches and covered wash rack

(2) --TERM. TO HAVE AND TO HOLD for the term of One (1) years, from and after the First day of April, Nineteen Hundred Forty-four (April 1, 1944) 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;

One Hundred Dollars (\$100.00) per month, payable monthly in advance, throughout the term of this lease, 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)---MAINTENANCE. Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, xxxxx E.M.B., Atty. during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(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 or defect in such title.

(8)---TAXES AND ENCUMBRANCES. Lessor agrees to pay all taxes, assessments and obligations and obligations which are or may become a lien on the demised premises and improvements as

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F. F. Co. File No. 20480H