

L E A S E

Form G-77 - 2-41-18 M  
 Return to G. W. Foster  
 P. O. Box 2332,  
 Houston, Texas.

AGREEMENT dated the 10th day of April, 1944, by and between The First National Bank of Greenville, S. C., as Administrator with Will Annexed, de Bonis Non and Trustee under the Will of John B. Marshall, deceased.  
 (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 intersection of Washington Street and Butler Avenue and running East 75 feet on the North side of Washington Street to a point; thence North 75 feet parallel with Butler Avenue to a point; thence West 75 feet parallel with Washington Street to a point; thence South 75 feet along the East side of Butler Avenue to the point of beginning.

Property bounded on the South by Washington Street, on the East and North by property of John B. Marshall Estate and on the West by Butler Avenue.

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:

One Texaco City Type Service Station complete with the following equipment:	
3 Wayne Electric Computing Pumps	1 - Dayton G-8, 2 HP Air Comp.
1-10-Gallon Wayne Visible Pump	1 - 1½ Qt. Pyrene Fire Ext.
2-1000-Gallon U. G. Tanks	1 - 1 Gallon Phister Fire Ext.
1-550 Gallon U. G. Tank	1 - Air Stand
5- Opaco 60-Gallon Lubsters	
1- Curtis Auto Lift, Cut #T96	

(2)-TERM. TO HAVE AND TO HOLD for the term of Three (3) years, from and after the First day of July, Nineteen Hundred Forty-four (July 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 Twenty-Five Dollars (\$125.00) per month, payable monthly in advance, during 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, and to paint same according to lessee's specifications when deemed necessary in the opinion of the lessee 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.