

L E A S E

AGREEMENT dated the 17th day of April, 1946, by and between Mrs. Zula Willis Smith, Z.W.S. Simpsonville, South Carolina (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 leasee a tract of land, with the improvements thereon, in the City of Simpsonville, County of Greenville, State of South Carolina, described as follows:

Beginning at the southeast intersection of Curtis and Hedge Streets and running south along the east side of Hedge Street, 75 feet to a point; thence east 75 feet to a point; thence north 75 feet to a point; thence west, along the south side of Curtis Street; 75 feet to the point of beginning.

Property bounded on the west by Hedge Street, on the south and east by property of Z.W. Z.W.S. Smith and on the north by Curtis Street.

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 18' x 20' brick service station building with 24' Canopy, complete with ladies and men's rest rooms and concrete driveways and approaches.

One covered wash rack.

(2)--Term. TO HAVE AND TO HOLD for the term of Five (5) years, from and after the First day of April, Nineteen Hundred Forty Seven (April 1, 1947) 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:-

Z.W.S. Fifty- - - (\$50.00) per month, plus an additional sum equal to one cent for each gallon of lessee's gasoline sold from said premises each month during the term hereof in excess of 5,000 gallons, payable monthly on the tenth day of each month next following the month for which payment is made.

Z.W.S. "Provided, however, that the rental hereunder shall in no event exceed the sum of \$150.00 for any one calendar month."

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, leasee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental