



BOOK 588 PAGE 63

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THIS AGREEMENT AND LEASE, made and entered into this 23rd day of September in the year one thousand nine hundred and Fifty Seven, by and between Sarah C. Westervelt and M. C. Westervelt, her husband of 1900 Augusta Road, Greenville, South Carolina hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH :

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in the City of Greenville, County of Greenville, State of South Carolina

and more particularly described as follows: BEGINNING at the point of intersection of the Southwestern margin of Augusta Street and the Eastern margin of Melville Avenue and running thence South 46 Deg. 30 Min. East with said margin of Augusta Street a distance of One hundred (100.0) feet to a point; thence South 24 Deg. 17 Min. West to and along the Eastern side of concrete block retaining wall, a distance of Seventy one (71.0) feet to a point; thence North 52 Deg. 48 Min. West along the Southwestern side of concrete block retaining wall a distance of Eighty seven (87.0) feet to a point in the Eastern margin of Melville Avenue; thence North 17 Deg. 47 Min. East with said margin of Melville Avenue a distance Eighty-five (85.0) feet to the point of BEGINNING.

Being a portion of the property conveyed by A.M. Rickman, Melville Westervelt and Nade W. Calmes to Sarah C. Westervelt by Deed dated March 31, 1920 and recorded in Deed Book 63, Page 507 in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina.



(as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith, including the equipment of LESSOR listed under schedule "A" hereto annexed; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs and street front privileges abutting the demised premises or thereunto belonging.

SAW. New R.A.R. Name. SAW. MAW R.A.R. Name.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Five (5) years beginning on the First day of November 19 57 and ending on the Thirty First day of October 19 62, hereinafter called the "original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions: "a sum, payable on the fifteenth day of each month, equivalent to one and one-quarter Cent (1 1/4) per gallon, on each gallon of LESSEE'S brands of gasoline and/or motor fuel sold during the preceding calendar month from said premises by LESSEE, its sublessees or assigns, to the consuming trade, provided, that said rental shall not be less than One Hundred Ten Dollars (\$110.00) per month, nor more than Two Hundred Dollars (\$200.00) per month."

it being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSEE shall have accepted actual possession thereof as hereinafter provided.

SAW. MAW R.A.R. Name. SAW. MAW R.A.R. Name. SAW. MAW R.A.R. Name. SAW. MAW R.A.R. Name.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.: (a) An option to renew and extend this lease for a further term of years next succeeding the term of this lease, at a rent during such renewal term of "SEE LEASE RIDER"

(b) A further option to renew and extend this lease for a further term of years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of "SEE LEASE RIDER"

(c) A further option to renew and extend this lease for a further term of years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of "SEE LEASE RIDER"

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