

Form 271 9-4 Ct.

A M O C O.

This Lease, made this 31st day of October, in the year one thousand nine hundred and thirty-four between Mrs. Alice E. Freeman, (Widow), 1161 East North St., City of Greenville, South Carolina, hereinafter referred to as "Lessor", and The American Oil Company, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "Lessee";

Witnesseth: that Lessor, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto Lessee, its successors and assigns, the property situate, lying and being in the City and County of Greenville, State of South Carolina, and more particularly described as follows:-

All that piece, parcel or lot of land, situate, lying and being in the City and County of Greenville, South Carolina, on Buncombe Street about 3/4 mile from the Court House, beginning at a Stone on said Street, thence N. 54½ deg. E. 166 feet to a stake corner on Alley 10 feet wide, thence S. 83½ deg. W. 187½ deg. W. 187½ feet with Alley to Street, thence S. 33½ deg. E. 90 feet to the beginning corner, containing 1/6th of an acre, more or less, (Being the property deeded by N. B. Freeman to Alice E. Freeman, his wife, on the 18th day of January 1879, and recorded in Deed Book JJ at Page 241 in the office of R. M. C. for Greenville, S. C.)

(The property above described being shown outlined in red on the attached blueprint.)

Together with all buildings and improvements thereon, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise ascertainable and together with all Lessor's right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

To Have and to hold the aforesaid premises unto Lessee, its successors and assigns, subject to the provisions of this lease, for the term of Five (5) years beginning on the First day of November 1934 and ending on the 31st day of October, 1939.

The said Lessee, its successors or assigns, yielding and paying unto the said Lessor as rental the sum of Seventy-five (\$75.00) Dollars per month, payable on the first day of each month in advance.

it being understood and agreed, however, that said rent hereunder shall not begin or accrue until Lessee shall have secured and accepted the licenses, permits and franchises hereinafter referred to, and shall have been given actual possession of the demised premises as hereinafter provided, which ever shall last occur.

And the Parties hereto do further covenant and agree together as follows:

Lessee shall have the following options to renew this lease at the rental hereinafter mentioned, viz;

(a) An option to renew this lease for a further term of five (5) years next succeeding the term of this lease, at a rental during such renewal term of One Hundred (\$100.00) Dollars per month, payable on the first day of each month in advance.

(b) A further option to renew this lease for a further term of none years next succeeding the expiration of the first renewal period above mentioned, at a rental during such second renewal term of

(c) A further option to renew this lease for a further term of none years next succeeding the expiration of the second renewal period above mentioned, at a rental during such third renewal term of _____ it being agreed that in the event of the exercise by Lessee of said renewal options or any thereof, all covenants, terms, conditions and provisions of this lease shall remain in full force and effect; it being further understood and agreed that in the event Lessee shall elect to exercise said options of renewal or any thereof it shall do so by written notice thereof to Lessor not less than thirty days prior to the expiration of the then current term.

Lessee is hereby granted the right and option to purchase the demised premises (including all buildings, improvements and equipment of Lessor thereon) at any time during the term of this lease, or any renewal period, at and for the following price, in fee simple, no option it being understood and agreed that in the event Lessee shall elect to exercise said option to purchase, it shall do so by written notice to Lessor. In the event Lessee shall exercise said option Lessor covenants and agrees within thirty days thereafter, upon payment of the purchase price as aforesaid, to convey the said property to Lessee, its successors and assigns, by a good and marketable record title in fee simple, with covenants of general or special warranty and further assurances, as Lessee shall require, free of all claims, liens, easements, restrictions and incumbrances; taxes, water rent and other current expenses, and rental hereunder, to be adjusted as of date of settlement, it being further agreed that Lessee may reject the title to said property in the event said title shall be such as will not be guaranteed by a responsible Title Guarantee Company, at such Company's regular rates. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority or through the exercise of the right of eminent domain and any award to or settlement made with lessor, then the purchase price under the purchase option mentioned herein shall be reduced by a sum equivalent to the amount of such award or settlement.

This lease is conditioned, at the option of Lessee, upon Lessee securing such licenses, permits and franchises from the proper authorities, City, County, State or otherwise, as it

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