

Ticketed
6/14/61

STATE OF SOUTH CAROLINA

JUL 1 1961

581

COUNTY OF GREENVILLE

MAY 21

This Lease, made and entered into, effective as of _____, 1961, by and between
Joe H. Harrison & Auline R. Harrison

hereinafter referred to as "LESSOR" whether one or more, and Tenneco Oil Company, a Delaware corporation, hereinafter referred to as "LESSEE";

WITNESSETH:

In consideration of the payment of the rent and the agreements, promises and covenants as herein set forth, LESSOR does hereby lease and let unto LESSEE the following described property lying and being situated in Greenville Greenville and State of South Carolina

All that lot of land situate at the northwest corner of the intersection of Perry Road and Poinsett Highway (also known as U. S. Highway No. 25 and 276), near the City of Greenville, in Greenville County, South Carolina, and having, according to a survey made by R. K. Campbell, Surveyor, April 3, 1961, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of said Perry Road and Poinsett Highway, and runs thence along the north side of Perry Road, S. 43-26 W., 138 feet to an iron pin at the corner of the property of the South Carolina National Bank of Charleston; thence along line of property of said South Carolina National Bank of Charleston, N. 30-06 W., 144.1 feet to an iron pin; thence continuing with line of property of the South Carolina National Bank of Charleston, N. 47-14 E., 138.9 feet to an iron pin on the west edge of the right of way of Poinsett Highway; thence along the west edge of the right of way of said Poinsett Highway. S. 28-44 E., 135.5 feet to the beginning corner.

, such property being more specifically described and shown on plot attached to and made a part of this lease agreement, together with full rights of ingress and egress thereto and with all structures, improvements, equipment and other personal property situated thereon, unless hereinafter specifically excepted.

LESSOR and LESSEE covenant and agree as follows:

I

This Lease is made by LESSOR and accepted by LESSEE for a Primary Term commencing on the 1st day of July, 1961, and extending through June 30, 1971. LESSOR does grant to LESSEE the option and privilege to extend this Lease for as many as four (4) successive Primary Term. In the event that LESSEE should desire to extend or renew the Lease upon such terms, it shall give LESSOR written notice of its desire to extend said Lease at least thirty days before the expiration of the Primary Term or any renewal or extension thereof, as the case may be. A separate written notice shall be given for each extension.

If, after the expiration of this Lease, the LESSEE shall remain in possession of said premises and continue to pay rent without written agreement as to such possession, then such LESSEE shall be regarded as a Tenant from month to month, at a monthly rental, payable in advance, equivalent to the last monthly installment paid hereunder.

II

Rental payments made under this Lease will be paid to LESSOR by check or draft monthly, in advance, on or before the first day of each calendar month.

The rental payment to be paid for this Lease during the Primary Term hereof, shall be the sum of Two Hundred Dollars (\$ 200.00) per calendar month.

Should LESSEE exercise its option to extend this Lease as above provided, the rental to be paid for such extensions shall be as follows:

- Two Hundred Twenty-Five Dollars (\$ 225.00) per calendar month during the first extension, beginning on the 1st day of July, 1971;
- Two Hundred Fifty Dollars (\$ 250.00) per calendar month during the second extension beginning on the 1st day of July, 1976;
- Two Hundred Seventy-Five Dollars (\$ 275.00) per calendar month during the third extension beginning on the 1st day of July, 1981;
- Three Hundred Dollars (\$ 300.00) per calendar month during the fourth extension beginning on the 1st day of July, 1986.

In the event the effective date hereof is a date other than the first of any calendar month, the rental to be paid covering the month in which such effective date falls shall be that proportion of the amount of the first month's rent which the number of the remaining days of the month bear to the number thirty.

No change of ownership of the demised premises shall be binding upon LESSEE unless and until thirty days after LESSEE has been furnished with a certified copy of the Deed or other muniment of title by which such change of ownership has been effected, and a designation of a new address, if appropriate.

III

LESSEE, in consideration of the leasing of said premises covenants and agrees as follows:

- To keep the present improvements or any improvements replacing same in good repair at the expense of said LESSEE, and at the expiration of this Lease or any extension thereof, to surrender and deliver up said premises, as altered, repaired or improved hereunder, in as good order and condition as when the same were entered upon or installed, ordinary wear and tear excepted.
- To use the premises for those purposes which are commonly and ordinarily associated with the operation of a service station, or other lawful business.
- To not permit the premises to be used in such a way as to endanger structures thereupon nor to use said premises for any purposes which would render insurance thereon void or the insurance risk inordinately hazardous.

(Continued on Next Page)