

Humble Oil Co
PO Box 420
Charlotte NC
M E McCauley 16876

DEC 9 - 1963

GREENVILLE CO, S.C.



DEC 9 1 14 PM 1963

Handwritten notes:
D. M. G.
Featherknit Fabrics
by R.S.

LEASE TO COMPANY

AGREEMENT made this 28th day of October, 1963, by and between Walter S. Griffin and Nelle M. Griffin, his wife; Featherknit Fabrics, Inc.; Harriet S. Wyche, Trustee for Bradford Wheeler Wyche, Sara McCall Wyche and Street, Mary Frances Wyche under trust deed dated August 20, 1963, hereinafter called "Lessor", and HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 1600 Woodlawn Road, Charlotte, North Carolina

hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in

LOCATION

City or Town: Greenville, South Carolina
Address (Highway, if Rural): (Township— Inside Town Outside Town)
County: State
more fully described as follows:

Beginning at a concrete Monument R/W marker at the north western intersection of interstate 85 and U. S. 276 and running thence along the R/W of Interstate 85 S. 1-42 W 77.4, S27-02 W 58.2, S21-50 W 61.9, S 21-30 W 90.7, thence leaving R/W of I-85 N. 50-08 W 143.9, thence N 37-55 W 262.8, thence N 74-15 E. 290.3' to the R.W. of U.S. 276, thence along said R/W of U. S. 276 S35-52 E. 132.3' to the point of beginning.

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging.

To hold the premises hereby demised unto Lessee for a construction period and an initial term of twenty (20) years as hereinafter set forth. This lease shall become effective the day and date first above written and continue in full force and effect for the lesser of (a) A period commencing on the said effective date hereof and ending on February 15, 1964, or (b) A period commencing on the effective date hereof and ending on the date the service station is opened for business; the last day of the lesser of said periods shall be the commencement date of said twenty (20) year initial term hereof and said lease shall then remain in full force and effect for said initial term of twenty (20) years on the following terms and conditions:

(1) Lessee shall pay the following rent:

RENTAL

An amount equivalent to One Cent (1c) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than Three Hundred Fifty Dollars (\$350.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each successive monthly period during the first fifteen (15) years, and Nine Hundred Dollars (\$900.00) for each successive monthly period during the last five (5) years of original period. Lessee shall keep or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for two (2) additional periods of five (5) years each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth; except that the rental shall be an annual rent of Six Thousand Six Hundred Dollars (\$6,600.00) in equal monthly installments of Five Hundred Fifty Dollars (\$550.00) payable on the first day of each month in advance; and in addition thereto an amount equivalent to One Cent (1c) for each gallon of gasoline and other motor fuels in excess of 35,000 gallons sold at said premises during each month by Lessee, its sublessees or assigns, said additional rental, if any, to be payable on or before the 15th day of the month following the month in which it is earned. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time, and from time to time during business hours when Lessor desires so to do, and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

Handwritten notes:
Featherknit Fabrics
by R.S.
D. M. G.
W. R. S.

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D. M. G.
Featherknit Fabrics
by R.S.
W. R. S.

Handwritten notes:
placed
at Lease
with
R.M.C.
Approved
Beyard