

LEASE TO COMPANY

AGREEMENT, made this 1st day of October, 1945, by and between J. Lee Cunningham of _____ Street, St. Petersburg, State of Florida, hereinafter called "Lessor", and Standard Oil Company of New Jersey, a Delaware corporation, having an office at Columbia, South 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 the Town or City of Greer, County of Greenville, State of South Carolina, more fully described as follows:

LOCATION

All that lot of land situated in the County and State aforesaid in the City of Greer at the intersection of Hill and Randall Streets and fully described in Deeds Record in the

DESCRIPTION

R.M.C. Office for the said County of Greenville, in Vol. 71, page 248, and Vol. 70, page 223, reference thereunto being hereby made. Leased premises being the same as those used for automobile service station purposes and having a frontage of approximately 88.7' on Hill St., approximately 104.4' on Randall St., and having a rear line of approximately 137.5'.

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid on the north side of Randall St. in the Town of Greer and having the following metes and bounds, to wit: Beginning at a stake on inside of sidewalk of said street, running thence at right angles to said street about 80' to line of lot No. 6; thence N. 56 E. 23 ft. to a stake at corner of lot No. 4; thence at right angles about 80' to a stake on inside of said sidewalk on Randall St.; thence S. 56 W. 23 ft. to the beginning corner and designated as Lot No. 3, as represented by a survey and plat made by Homer S. Brockman, Surveyor, January 1919, to which survey and plat reference is hereby made for a full and complete description of the said lot of land.

Also that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Chick Springs Township, in the Town of Greer and having the following metes and bounds, to wit: Beginning at an iron pin at the intersection of Hill and Randall Streets and running thence with Hill St. N. 58 W. 88-7/10 ft. to a stake; thence S. 56 W. 34-5/10 ft. to a stake at corner of lot No. 3; thence along the line of lot No. 3 80 ft. to a stake, thence with Randall St. 81.4' to point of beginning.

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" here-to annexed.

PERIOD

TO HOLD the premises hereby demised unto Lessee for five (5) years, beginning at noon on the 1st day of October, 1945, and ending at noon on the 1st day of October, 1950, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

An amount equivalent to one cent (1¢) 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. 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 no additional Periods of one (1) year 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