LEASE TO COMPANY

AGREEMENT made this by and between Dr. L. L. Bates

day of September

, 19 50 and

, his wife, of

30 Ackley

Street, Greenville State of South Carolina , hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Gervals Street, 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 Greenville , County of Greenville . State of South Carolina

LOCATION

DESCRIP-TION

described as follows:

All that piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, South Carolina, and, according to plat of property of L. L. Bates, recorded in the R.M.C. office for Greenville County in Plat Book "Y" at page 47, having the following metes and bounds,

Beginning at a point on the right-of-way of the South Carolina State Highway Department at the southern intersection of Rhodes Street and Laurens Road, and running thence with Rhodes Street S. 61-40 W. 120 feet; thence S. 55-46 W., 125 feet; thence N. 61-40 E., 120 feet to said right-of-way; thence



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, and the service station building and facilities hereinafter referred to, including the property listed under Schedule "A" hereto annexed.

PERIOD

To hold the premises hereby demised unto Lessee for Ten (10) years, beginning on * the ,1950 , and ending on the lst December day of day of December , 19 60 , on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent: An amount equivalent to one cent (1ϕ) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof ar 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 siad rental shall in no event be less than One Hundred Sixty Dollars (\$160.00) per month. 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 inspct such records at any time and from time to time during business hours when lessor desires so to do.

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(2) Lessee shall have the option of renewing this lease for Five (5) 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 then in effect, upon the same terms and conditions as herein set forth 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.

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to not immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

This Lease Cancelled by Mutual Consent this 23rd day of July 1954. Cancellation to become effective at noon on Movember 1, 1954. R.J. Belps Dr. L. L. Bates

L. W. Ingram

By: Levine L. Bates, Gr.