

750 mail P. O. Box 420
Esso Charlotte, N.C. W 3715852
BOOK 604 PAGE 401

LEASE TO COMPANY

* AGREEMENT made this 9th day of May, 1958,
* by and between Frances Ouzts Williams and
* his wife, _____
* _____ Street, Greenville,
* State of South Carolina, hereinafter called "Lessor", and
* ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at
* Charlotte, North Carolina
* hereinafter called "Lessee".

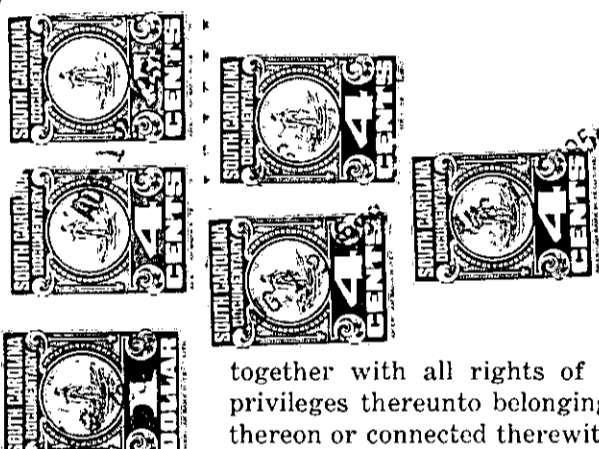
WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to
* take all that lot, piece or parcel of land situate in the Town or City of Greenville
* _____, County of Greenville, State of South Carolina

LOCATION

more fully described as follows:

DESCRIPTION

* One lot of land situated in Greenville County located at Intersection of
* White Horse Road and Washington Avenue, having the following Metes and
* Bounds -
* Beginning at a point on Washington Avenue and running in a south westerly
* direction a distance of 49 feet to the White Horse Road; thence in a
* southerly direction along White Horse Road for a distance of 90 feet; thence
* in an easterly direction to Washington Avenue a distance of 80 feet; thence
* in a northerly direction along Washington Avenue for a distance of 126 feet
* to point of beginning. This being the identical property leased from
* J. A. Patton and F. L. Williams on January 24, 1947.



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" hereto annexed.

PERIOD

* TO HOLD the premises hereby demised unto Lessee for Five (5) years, beginning on
* the 25th day of January, 1959, and ending on the 24th
* day of January, 1964, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

*F. C. W.
g. e. l.*

* An amount equivalent to One Cent (1 ¢) for each gallon of gaso-
* line 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 Fifty Dollars (\$ 50.00) for each succes-
* sive monthly period hereof. Lessee shall keep, or cause to be kept, such records as will ac-
* curately 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

*F. C. W.
g. e. l.*

* (2) Lessee shall have the option of renewing this lease for Five (5) 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 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.

TITLE

(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 notify Lessee
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.

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