

APR 27 1960

20193

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LEASE TO COMPANY

APR 27 * 2. AGREEMENT made this 10th day of MARCH, 1960,
 * by and between H. Norwood Forrest and
 * Raymond G. League, ~~XXXXXX~~ of
 * P. O. Box 157, Travelers Rest, ~~XXXXXX~~
 * State of South Carolina, hereinafter called "Lessor", and
 * HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at
 * 1600 Woodlawn Road, Charlotte, North Carolina
 * hereinafter called "Lessee".

LOCATION

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

DESCRIPTION

* **Travelers Rest**
 * City or Town _____ Address (Highway, if Rural) _____
 * **Greenville** **South Carolina** (Township— Inside Town Outside Town)
 * County State

more fully described as follows:

* BEGINNING at a point in the western margin of U.S. Highway #25, north
 * of Travelers Rest, South Carolina at the city limit, said point being
 * the north east corner of the Morgan Estate; thence with the western
 * margin of U.S. Highway #25, north 27°-30' East, 155 feet to a point,
 * said point being the southeast corner of the George L. Coleman, Sr.
 * and George L. Coleman, Jr., property; thence with the Coleman line north
 * 62°-45' west, 92.2 feet to a point in the eastern margin of a paved
 * county road; thence with said margin south 8°-37' west, 190.0 feet to
 * a point, said point being the north west corner of the Morgan Estate;
 * thence with the northern Morgan line north 78°-15' east, 39.8 feet to the
 * 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, 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 **twelve (12)** years, beginning on
 * the 1st day of April, 1960, and ending on the 31st
 * day of March, 1972, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:
 * 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, 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 One Hundred Fifty
 * Dollars (\$150.00) for each successive monthly period hereof. 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 **ten (10)** 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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For Agreement of Lease see Book 1009 Page 763

[Handwritten signatures and initials]
 R.G.L.
 H.N.F.