

Jan 1 12 00 PM '73

DONNIE S. TARKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LEASE

AGREEMENT made by and between EXXON CORPORATION, a New Jersey corporation, having an office at 1600 Woodlawn Road, Charlotte, North Carolina, hereinafter called "EXXON" and, SHONEY'S SOUTH, INC., hereinafter called "LESSEE";

WITNESSETH:

EXXON does hereby demise and lease unto LESSEE and LESSEE agrees to take all of that lot, piece or parcel of land, situated in Greenville County, South Carolina, more fully described as follows:

BEGINNING at a point on the west side of Duvall Drive which is 92.4' southerly from the intersection of Laurens Road and running thence along Duvall Drive S 27-02 W 43.2', thence S 21-50 W 61.9' thence S 21-30 W 90.7', thence leaving Duval Drive and running thence N 50-08 W 143.9', thence N 37-55 W 262.8', thence N 74-15 E 134.3' thence S 35-52 E 125', thence S 69-30 E 155.1' to the point of beginning.

Save and except the following described sign site which Exxon reserves for the purpose of maintaining, altering, repairing or replacing an interstate modular sign and electrical connections serving same together with the right of ingress and egress over the leased premises:

BEGINNING at a point which is N 50-08 W 15' from the southern corner of the above described leased premises and running thence N 50-08 W 29', thence N 39-52 E 33', thence S 50-08 E 29', thence S 39-52 W 33' to the Point of BEGINNING.

This lease is for a term commencing on the date of execution hereof by EXXON and ending 20 years from and after the effective date of commencement of rentals, as provided below.

In consideration of said demise by Exxon and the payment to be made by LESSEE as hereinafter provided, the parties hereto covenant and agree as follows:

1. Commencing 120 days after execution of Lease by EXXON, LESSEE shall pay as rental monthly in advance the following:

During the first ten (10) years, FIVE HUNDRED DOLLARS (\$500.00) per month. During the next five (5) years, SIX HUNDRED DOLLARS (\$600.00) per month, and during the last five (5) year period, SIX HUNDRED FIFTY DOLLARS (\$650.00) per month.

2. Promptly following execution hereof, LESSEE shall commence construction and erection, at LESSEE'S expense, on the premises above described, of improvements according to plans and specifications approved by the parties hereto, initialed by them to indicate such approval and incorporated herein by reference, said work shall be prosecuted with due diligence to completion.

3. LESSEE agrees---

- (a) to use the premises for any lawful purpose other than a service station, provided that any use of the premises for purposes other than a restaurant must be with written approval by EXXON, which approval will not be unreasonably withheld.
- (b) to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments and administrative bodies;

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Nov 1, 1989
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Cancellation of Lease
Donnie S. Tarkersley
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