



Handwritten notes: WOOD, 3/1/50, and a signature.

THIS LEASE, made this 4th day of January in the year one thousand nine hundred and Fifty between George J. Howard; Sam Howard; John P. Howard; Ernest J. Howard; and Elias Howard.

hereinafter referred to as "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "LESSEE";

1. WITNESSETH: that LESSOR, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto LESSEE, its successors and assigns, the property situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina and more particularly described as follows:—

Handwritten initials: J.H., J.H., J.H.

"BEGINNING at the intersection of the Northerly margin of West Washington Street and the Westerly margin of Butler Avenue, and running thence North 18 degrees 50 min. East with the Westerly side of Butler Avenue, a distance of one hundred feet (100') to a point; thence North 27 deg. West a distance of one hundred feet (100') to a point; thence South 18 deg. West a distance of one hundred feet (100') to a point in the Northerly margin of West Washington Street, thence South 67 deg. East with the Northerly margin of West Washington Street a distance of one hundred feet (100') to the point of beginning."

The above described property is a portion of the case conveyed to Grantor herein by Deed of Mattie M. Dicus as Trustee for J. R. Brown on April 25, 1939, and recorded in R. L. C. Office for Greenville County in Deed Book 210, Page 173.

(The property above described being shown outlined in red on the attached blueprint).

2. TOGETHER WITH all buildings and improvements thereon, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

3. TO HAVE AND TO HOLD the aforesaid premises unto LESSEE, subject to the provisions of this lease, for the term of Ten Years beginning on the first day of May 1950, and ending on the thirtieth day of April 1960;

4. The said LESSEE, yielding and paying unto the said LESSOR as rental a sum, payable on the fifteenth day of each month, equivalent to one cent (1¢) per gallon on each gallon of LESSEE'S brands of gasoline and /or motor fuel sold during the preceding calendar month from said premises by LESSEE, its agents or assigns, to the consuming trade, it being understood, however, that said rent shall not be less than Two Hundred Dollars (\$200.00) per month, nor more than Three Hundred Dollars (\$300.00) per month.

it being understood and agreed, however, that said rent hereunder shall not begin or accrue until such time as LESSOR shall have erected and finally completed a drive-in gasoline service station upon the demised premises, as hereinafter provided, and shall have delivered actual possession thereof to the LESSEE. LESSEE may apply all or any part of the rentals accruing under this lease to the payment of any sum or sums owing or that may become owing by LESSOR to LESSEE at any time during the continuance of this lease.

AND THE PARTIES HERETO do further covenant and agree together as follows:

5. LESSEE shall have the following options to renew and extend this lease at the rental hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five years next succeeding the term of this lease, at a rental during such renewal term of

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a sum, payable on the fifteenth day of each month, equivalent to one cent (1¢) per gallon on each gallon of LESSEE'S brands of gasoline and /or motor fuel sold during the preceding calendar month from said premises by LESSEE, its agents or assigns, to the consuming trade, it being understood, however, that said rent shall not be less than Two Hundred Twenty Five Dollars (\$225.00) per month nor more than Three Hundred Twenty Five Dollars (\$325.00) per month.

Handwritten initials: M. M. H.