



LEASE TO COMPANY

AGREEMENT made this 15th day of SEPTEMBER, 1953, by and between J. D. Todd, L. M. Todd and J. D. Todd, Jr., his wife, of Street, Greenville, State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at 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

described as follows:

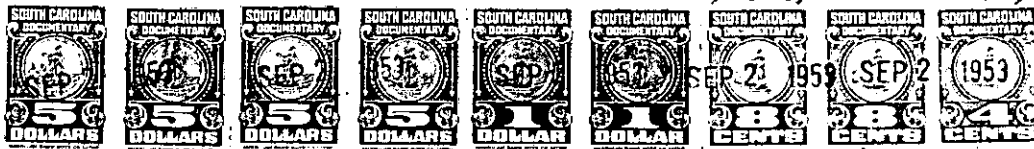
DESCRIP-TION

All that certain piece, parcel or lot of land situate, lying and being on the Easterly side of Augusta Street, in the City of Greenville, S. C., located in Ward No. 6, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Augusta Street, corner of Brigham lot, and running thence with the Brigham line N 80-00 E 200 feet to a point; thence in a line parallel with Augusta Street S 11-38 E 108 feet, more or less, to a point on the line of property now or formerly of Hodgens; thence along the Hodgens line S 80-15 W 200 feet to an iron pin on the Easterly side of Augusta Street; thence along the Easterly side of Augusta Street N 11-38 W 108 feet, more or less, to the point of beginning.

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The above described property consists of the front portion, 200 feet in depth, of the property conveyed to the lessors herein as will more fully appear in the RMC Office for Greenville, S. C., in Deed Book 410, page 311.



together with all rights of way, easements, driveways and pavement, curio 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 1st day of December, 1953, and ending on the 1st day of December, 1963, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

An amount equivalent to One cent (1 ¢) for each gallon of gasoline 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 One Hundred Eighty-five Dollars (\$ 185.00) 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 Three(3) additional periods of Five (5) years 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 period then in effect of its intention not to exercise such renewal privilege.

Handwritten signatures and initials

FIFTEEN

(3) Lessor warrants 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.

TWO DOLLAR CARDS JACKET

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