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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.



This LEASE made this 31st day of December, 1965, by and between D.Vincent Duncan, party of the first part, hereinafter called LESSOR, and Willard Oil Company, Inc., a Corporation duly organized under the laws of the STATE OF SOUTH CAROLINA, 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 Greenville, S. C., and more particularly described as follows:

That service station and lot located in Chick Springs Township, County of Greenville, South Carolina, lying on the North side of Wade Hampton Blvd., (U. S. Highway 29) at the intersection of Forest Street Extension with said Wade Hampton Boulevard and more particularly described as follows: Beginning at a point in the Northern right of way line of Wade Hampton Boulevard (U. S. Highway 29), said point being 100 feet West of the point of intersection of the Northern right of way line of Wade Hampton Boulevard (U. S. Highway 29) and the Western margin of Forest Street Extension, and running thence in a Nesterly direction with the North West line of Wade Hampton Blvd., a distance of 150 148. Supply feet to a point, thence in a Northerly direction a distance of 125 feet to a point, thence in an Easterly direction a distance of 160 feet to a point, thence in a Southerly direction a distance of 118 feet more or less to a point in the Northwestern line of a triangularly shaped parcel of land appropriated by the S. C. State Highway Department for a sight area, thence along said sight area line a distance of twelve feet to the beginning point making auniform depth of 125 feet, being part of the same property leased by Lessor to American 0il Company.

- 2. TOGETHER WITH ALL buildings and improvements thereon, and all rights, alleys and appurtenences thereunto belonging or in anywise appertaining; and together with all Lessor's right, title and interest in and to all sidewalks, alleys and streets abutting the demised premises.
- 3. TO HAVE AND TO HOLD the aforesaid premises unto lessee, its successors and assigns, subject to the provisions of this Lease for a term of five (5) years, beginning on the 1st day of January 1966, and ending on the 31st Day of December 1970 with an Option for Willard Oil Company, $I_{\rm nC}$. to renew this lease for a further term of five years on the same terms.
- 4. THE SAID LESSEE, its successors and assigns yielding and paying unto Lessor as rental the sum of \$150 per month for the first eighteen months of this Lease. Beginning on July 1, 1967, it is agreed that the rental shall be one and one-half cents per gallon on all gasoline sold on the premises with a minimum rental of \$200 per month.
- 5. It is understood and agreed that in consideration of certain work that is to be done to repair the station, in the amount of \$270, that Lessee agrees to maintain the station in as good condition as it now is, reasonable wear and tear excepted, with the further understanding that Lessor is to maintain the roof and walls in order to prevent leaks.
- 6. In the event the licenses, permits or franchises, or any of them, for erecting, maintaining or conducting a gasoline service station upon the demised premises shall be revoked by City, County, State or other duly constituted authority, for reasons other than default or neglect on the part of LESSEE, LESSEE shall be lawfully prevented from occupying and or using the demised premises as a gasoline service station then this lease at the option of LESSEE shall cease and determine, and in the event LESSEES shall so elect to terminate the lease, all liability upon LESSEE for rental hereunder shall cease upon payment proportionately to date of such termination.
- 7. LESSOR covenants that LESSEE, ITS successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quitely have, hold and enjoy the said premises for the terms aforesaid and any renewal periods.
- 8. No assignment or change of interest by LESSOR in the premises hereby demised whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof and by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase option rights of LESSEE hereunder.

Mark Siring

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