

JAR/lr
2/17/72

FILED
GREENVILLE CO. S. C.

MAY 19 12 24 PM '72

OLLIE FARNSWORTH
R. M. C.

Service Station #24,262
Location I-385 and Haywood Road,
Greenville, South Carolina

VOL 944 PAGE 111

PHILLIPS PETROLEUM COMPANY

LEASE AGREEMENT

This Agreement entered into this 9th day of December, 1971, between PHILLIPS PETROLEUM COMPANY, a Delaware corporation with a Division Office at 401 Oberlin Road, Raleigh, North Carolina, herein called "Lessor" and CAPER HOUSE, INC. whose address is 1521 Cleveland Street, Greenville, South Carolina 29607, herein called "Lessee",

W I T N E S S E T H:

1. In consideration of the rents herein reserved, and of the covenants, conditions & agreements herein set forth on the part of Lessee to be paid, maintained, kept and performed, Lessor does hereby demise and lease unto Lessee to operate for his own account the following described premises situated in the County of Greenville, State of South Carolina, to-wit:

Beginning at a concrete highway marker in the North-west quadrant of I-385 & Haywood Road at the intersection of the westerly right-of-way of Haywood Road and the northerly right-of-way of I-385, Greenville County, South Carolina; thence with the right-of-way of Haywood Road N 3°-53'E. 100.0 ft. to the point of beginning; thence N 88°-22'W. 100.88 ft. to a point; thence N 1°-36'E. to a point on the southerly line of that certain easement granted in deed dated June 20, 1969, from Phillips Petroleum Company to John J. Martin, Jr. et ux. of record in the office of recording of deeds in Greenville County, South Carolina; thence S 88°-22'E. along the southerly line of said easement to a point in the westerly right-of-way of Haywood Road; thence S 0°-03'E. along said right of way to the point of beginning.

Said premises being hereinafter referred to as the leased premises.

2. TO HAVE AND TO HOLD the leased premises, and all rights, privileges, and appurtenances thereunto belonging, unto Lessee for a period of five (5) years beginning the 1st day of April, 1972, and for successive periods of 12 months each thereafter, at the option of Lessor, for up to a total of 5 such successive 12 month periods, it being agreed that each of such options of Lessor to continue this lease for an additional one year period shall be deemed to have been exercised by Lessor unless Lessor shall have given Lessee written notice of the termination of this lease at least 30 days prior to the expiration of the initial 5 year term or any succeeding 12 month period. In the event Lessor elects to continue this lease for each of said 5 one year periods, after the expiration of the last of said 5 one year periods this lease shall continue for successive periods of 30 days each unless and until terminated by either party upon notice in writing given at least 10 days prior to the expiration of the 5th such one year period or any successive 30 day period thereafter.

(Continued on next page)

For Plat see Deed Book 944, Pages 116 and 117

