OREENVILLE CO.S. C.

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For True Consideration See Affidavit

STATE OF SOUTH CAROLINA )

Book 39 Page 313 MEMORANDUM OF LEASE

COUNTY OF GREENVILLE

THIS MEMORANDUM OF LEASE made and entered into as of May 20, 1974, by and between John D. Hollingsworth, of Greenville County, South Carolina, hereinafter called "Landlord", and Benchmark Properties, a limited partnership, organized and existing under the laws of the State of South Carolina, hereinafter called "Tenant".

## WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain Lease between the Landlord and the Tenant, and bearing even date herewith, the Landlord and the Tenant do hereby covenant, promise and agree as follows:

(1) <u>Leased Premises</u>. The Landlord does hereby lease to the Tenant and the Tenant hereby rents from the Landlord for the term hereinafter provided the following property:

ALL that certain piece, parcel or tract of land, situate, lying and being near the City of Greenville, in Greenville County, South Carolina, located on the northeastern side of Laurens Road (U. S. Highway 276), containing 1.15 acres and having the following metes and bounds according to plat prepared by Webb's Surveying & Mapping Co., dated January 1974, to-wit:

BEGINNING at a point on the northeastern edge of the right of way of Laurens Road in the northern boundary line of property owned by Tobie Allen and leased to Exxon and running thence with the northeastern edge of said road right of way N. 40-17 W. 127 feet to a point; thence leaving said right of way and running N. 49-43 E. 250 feet to a point; thence S. 40-17 E. 200 feet to a point; thence S. 36-27 W. 149.05 feet to a point in the northern boundary line of Tobie Allen property; thence with the line of said Tobie Allen property N. 84-40 W. 150 feet to the point of beginning.

(2) Term. The term of this lease shall be for fifteen (15) years, commencing when Tenant shall have fully completed construction or whenever Tenant shall open for business, whichever shall be first to occur; and ending at 12:00 o'clock midnight on the day preceding the fifteenth anniversary of the date of commencement of the term.

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TO.

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