

State of South Carolina, )  
Greenville County. ) To-Wit:

This Agreement made in duplicate this 5th, day of Aug. in the year 1922, by and between J.O.-Raines, of Greenville County, State of South Carolina, party of the first part, and Standard Oil Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, party of the Second part, Witnesseth:

That the said party of the first part, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the said party of the second part, doth hereby demise and lease unto the said party of the second part, its successors and assigns, for the period of one year, beginning on the 10th, day of August, 1922 and ending on the 10th, day of August 1923, all that certain piece or parcel of land in West Greenville, Greenville County, State of South Carolina, described as follows, that is to say:

All that lot of ground lying at the northwest corner of Pendleton and Ervin Streets, West Greenville, Greenville County, South Carolina, fronting on Pendleton Street about seventy (70) feet and running back on Ervin Street about ~~XXXXXX/XXXX/XXXX/~~ (twenty-six 26 feet).

The said property comprising what is known as the "Branwood Filling Station", and including a wood and galvanized iron building about nine (9) feet by eight (8) feet located west of the service station building, to be used for an office and storage; service station shed; two twelve feet concrete driveways; concrete island for pumps, and use of air compressor with motor.

Together with all other buildings and improvements thereupon made, erected or being.

To have and to hold the same with free and undisturbed access to and egress from the same, to it, the said Standard Oil Company, its successors and assigns, for the said period of one year upon compliance with the conditions of this agreement on its part to be performed, for the purpose and with the right to use the same for the storage, sale and distribution of petroleum products and other commodities stored, sold and distributed by the said Standard Oil Company, for which purpose it is hereby agreed by and between the parties hereto that the party of the second part is to have the use and control of the property for conducting its business, and that upon the expiration of this agreement, or any renewal thereof, the said party of the second part shall have the right to remove from the premises hereby leased all and every the property of the said second part which it may place thereon, whether annexed to the freehold or not, during the period of this agreement or any renewal thereof. This is not to interfere in any way with the right of the party of the first part to use said premises in getting to and from his garage.

The said party of the second part, in consideration of the premises, hereby agrees to pay to the said party of the first part, his heirs or assigns, the annual rental of Nine hundred dollars (\$900.00) for the use of the above described property, said rental to be paid in equal monthly instalments of Seventy-five Dollars (\$75.00) each on the first day of every month in advance.

The said party of the first part agrees that the said party of the second part shall enjoy said premises during said term, free from the adverse claims of any person. And the said party of the second part agrees to make no unlawful or offensive use of the premises, to pay all rents when due, to pay all taxes on improvements they may erect, to keep the premises in good repair and deliver up the same at the end of the term, or sooner lawful termination of this lease, in good order and condition, ordinary wear and tear, fire and other unavoidable accidents excepted, and that it will not assign said lease without leave. If the said party of the second part neglects to make-

(Next page)

any payment of rents when due or shall neglect to perform any condition herein on its part for the term of thirty days, said party of the first part may enter upon the said premises and expel the said party of the second part therefrom without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived in case of default.

And it is further understood and agreed that if and in the event that the duly authorized authorities of the said town of Greenville shall pass an ordinance requiring the removal from the corporate limits of the said town of Greenville of any of the tanks and other appliances placed on the demised and leased property by the said second party, or of any property on the demised and leased premises used by the said party of the second part in the conduct of its business, or imposing such restrictions upon the conduct of the business of the said party of the second part as shall in its judgment necessitate the discontinuance of its business on the property hereby demised and leased, then and in either of such events, this lease shall become and be null and void, and all obligation to pay the rental hereunder shall cease and determine, whereupon the said party of the second part shall have the same privilege of removal of its property on the demised premises as is hereinbefore provided in case of the expiration of this agreement.

It is further understood and agreed between the parties hereto that the said party of the second part shall have the privilege of renewing this agreement of lease for an additional period of five years, beginning with the date of the expiration of this agreement of lease, upon the same terms and conditions as hereinabove set forth, with the exception that the said annual rental for said additional period shall be Twelve hundred dollars (\$1200.00) payable in equal monthly installments of One hundred dollars (\$100.00) each, and the said party of the second part shall have the privilege of renewing this agreement of lease for an additional period of ten years, beginning with the date of the expiration of the aforesaid renewal privilege of five years, upon the same terms and conditions as hereinabove set forth, with the exception that the said annual rental for said additional period of ten years shall be Fifteen hundred Dollars (\$1500.00), payable in equal monthly installments of One hundred and twenty-five Dollars (\$125.00) each, and such privilege shall be considered as having been exercised unless the said party of the second part shall give to the said party of the first part notice in writing at least thirty days prior to the expiration of this agreement, or any renewals or extensions thereof, of its intention not to exercise such renewal privilege.

The said party of the first part hereby agrees with the said party of the second part that the title to any machinery, tanks, equipment, building, etc., placed on said premises by the said party of the second part, shall remain in the said party of the second part during the continuance of this lease or of any renewal thereof, and that the said party of the second part may remove same from said premises whenever it desires to do so.

Corrections and interlineations on preceding page made before execution.

Witness the hand and seal, this 5th, day of Aug. 1922, of the said J.O. Raines, and the seal of the said Standard Oil Company, a corporation of the State of New Jersey, and the signature of -  
its - President, attested by - , its Secretary, in  
the year of Our Lord 1922 and in the 146th, year of the Sovereignty and Independence of the United States of America.

(Over)