

State of South Carolina,
County of Greenville.

LEASE

This Indenture made and entered into this February 6th, 1930, by and between Clinton J. Morgan and Jas. H. Morgan, Jr., individually and as Trustees under the will of Jas. H. Morgan, deceased, parties of the first part, Lessors, and Payne Oil Company, party of the second part, Lessee, Witnesseth:

That the Lessors have hereby let and rented to the Lessee, and the Lessee has hereby hired and taken from the Lessors, that certain lot of land situate at the northwest intersection of Main and College Streets, in the City and County of Greenville, fronting on Main Street approximately 47 feet, with a depth on College Street of approximately 50 feet, together with a portion of the building formerly occupied by J. A. Bull Grocery Company, said portion being next to the above described property and having a frontage of approximately 23 feet on Main Street, and a depth of approximately 35 feet (these being inside measurements) and this lease to cover only the first floor of said portion of the store formerly occupied by J. A. Bull Grocery Company, and does not include the basement or second floor of said portion of the building.

The property fronting on Main Street, approximately 47 feet, with a depth on College Street of approximately 50 feet, together with the building thereon is to be used as a Filling Station. The portion of the building formerly occupied by J. A. Bull Grocery Company, as above described, is to be used as an office, or for storing tires, tubes, electric bulbs and other automobile accessories, but no gasoline or oil is to be stored in the portion of the building formerly occupied by J. A. Bull Grocery Company.

To Have and to Hold the said premises unto the Lessee for a term of ten years beginning March 1st, 1932, and expiring Feby. 29, 1942, and for the use and occupancy of the above described property the Lessee agrees to pay and the Lessors agree to accept the sum of Three Hundred Twenty-Five & no/100 (\$325.00) Dollars per month, during the life of this lease, to be paid on the last day of each and every consecutive month during the period aforesaid:-

(Monthly rental reduced to \$300.00 from Jan. 1, 1932) through June 30, 1932, and \$325.00 monthly thereafter applies (See amendment attached hereto) \$275.00 until further advised.)

Provided, however, that if the said Morgans, parties of the First Part, shall desire the said Payne Oil Company, party of the Second Part, to vacate the small storeroom on Main Street, about 23 x 35 feet, a part of the said premises, they will do so upon ninety days notice, at any time during the term of this lease, and in consideration of the said Payne Oil Company's vacating the said small store room, the rent will be reduced by the sum of Fifty Dollars (\$50.00) per month, -that is to say, from Three Hundred Twenty-five Dollars per month to Two Hundred Seventy-five dollars per month.

The Lessee agrees to make good all breakage of glass and other damages resulting to the said small store room about 23 x 35 feet above referred to (covered by this lease), as well as all costs of painting, repairs and upkeep thereof; and is likewise to pay for all costs of painting, repairs and upkeep of the new building or Filling Station to be erected on said premises, which said new building or Filling Station is to be erected at the northwest corner of Main and College Streets.

It is further agreed that if the premises or the buildings thereon are so injured or destroyed as to render them unfit for use and occupancy for the purposes above named, thereupon this lease may terminate at the option of either party hereto; that this lease shall not be assigned nor the premises subject without the written consent of the Lessors; that if the rent is not paid when due this lease to be terminated at the option of the Lessors, after five days written notice by the Lessors to the Lessee.

(See amendment reference subletting - Bull Store Bldg.)

The said Payne Oil Company agrees to erect a new Filling Station on the said premises in substantial accordance with plans submitted to Clinton J. Morgan for his approval, and attached to this lease, same to be erected at the expense of the said Payne Oil Company, which is to begin promptly the erection of the said Filling Station, and which hereby assumes all responsibility and liability for any injury to the person or property of any other persons whatsoever, arising from and in connection with the erection and operation of the said Filling Station, and does hereby agree to hold harmless the said Morgans, parties of the first part, against any liability whatsoever by reason thereof. And after the erection of such Filling Station the said Payne Oil Company, party of the second part, hereby assumes responsibility for and agrees to pay, as an additional rental herein, any amounts of increase in taxes or insurance on the said property, due to the increased or enhanced value, if any, of the property herein referred to by reason of the erection of the said new Filling Station thereon.

(OVER)

For Amendment of this lease, see Book 175, at Page 523.