

LEASE TO COMPANY

AGREEMENT, made this 30th day of August, 1945, by and between R. M. Caine of - Street, Greenville, State of South Carolina, hereinafter called "Lessor", and Standard Oil Company of New Jersey, a Delaware corporation, having an office at Columbia, South Carolina, hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Greenville, County of Greenville, State of South Carolina, more fully described as follows:

LOCATION- - DESCRIPTION

Lot situated on the southeast corner of University Ridge and Cleveland Street, measuring on Cleveland Street 100 ft. and on University Ridge 100 ft., said lot being an approximate square with approximately the same measurements on the back property lines as just given for the dimensions on the streets named. This lot bounded on the west by Cleveland Street and on the north by University Ridge, together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD -

TO HOLD the premises hereby demised unto Lessee for five (5) years, beginning at noon on the 1st day of September, 1945, and ending at noon on the 1st day of September, 1950, on the following terms and conditions:

RENTAL -

(1) Lessee shall pay the following rent:

An amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month, following the month in which the rental is earned; provided that said rental shall in no event be less than Forty Dollars (\$40.00) for each successive monthly period hereof. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for no additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid

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