

MEMORANDUM of AGREEMENT entered into this 28 day of April 1949 between D & D Motors Inc., of Greer, S.C. by Dan D. Davenport, President, hereafter spoken of as Lessor, and Service Oil Company Inc., Spartanburg, S.C., by G. L. Hughes, President, hereafter spoken of as Lessee, Witnesseth;

The Lessor has leased and Lessee has hired and taken for a period of two years (2) beginning June 1st. 1949 and ending June 1st. 1951, at a monthly rental of seventy five dollars (\$75.00) per month, payable in advance, on or about the first day of each calendar month, beginning June 1st., 1949 the following described premises;

All that lot of land in the City of Greer, S. C. beginning at the corner of North Main and Jason Streets and running approximately 75 feet south, from Jason St., fronting on North Main Street, thence approximately 100 feet east, fronting Jason Street, thence approximately 100 feet west, to North Main Street, with approximately 75 feet running south from Jason Street at rear of property.

Lessor has right to cancel lease by giving six months notice, in writing, to Lessee, at the end of first year, or at the end of first eighteen months of lease, of his intention to do so.

Lessor agrees to give Lessee option for two additional years at \$75.00 per month beginning June 1st. 1951 and ending June 1st. 1953, provided lease has not been cancelled before June 1st. 1951.

Lessee is to occupy the property for the purpose of using it as a Service Station. Any and all improvements placed on said property are to be made at Lessee's expense and all such improvements become the property of Lessor at the expiration of the lease period, excepting pumps, tanks and other operating equipment, which Lessor agrees to allow Lessee to remove at end of lease.

In the event the premises are destroyed or rendered untenable by fire or other casualty, this lease will terminate, and new lease worked out with mutual agreement as to rental.

If the rent by Lessee shall at any time become more than thirty days in arrears, the Lessor shall have the option to terminate the Lease and remove all persons from the premises without notice.

The Lessee covenants and agrees to take said property for said term at the rental and on the conditions herein-above named and to pay the rental at the times herein stipulated, and at the end of the term to surrender the premises in as good condition as they now are, reasonable wear and tear accepted.

Witness our hands and seals this 28 day of April 1949.  
Signed, sealed and delivered in the presence of:

<u>Paul H. Terry</u>	<u>Dan D. Davenport</u>
<u>Red Austell</u>	LESSOR
<u>Paul H. Terry</u>	<u>Service Oil Co. Inc.</u>
<u>Red Austell</u>	LESSEE
	<u>G. L. Hughes - Pres.</u>