

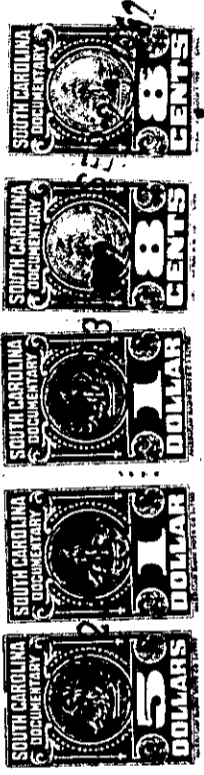


LEASE TO COMPANY

* AGREEMENT made this 12th day of September, 1952,
* by and between W. Hampton Smith and
* his wife, of
* Street, Piedmont
* State of South Carolina, hereinafter called "Lessor", and
* ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at
* Columbia, South Carolina
* hereinafter called "Lessee".

LOCATION

DESCRIPTION



PERIOD

RENTAL



RENEWAL

W. H. Smith
9/23/52

TITLE

TICKLER
CARDS
JACKET

SEP 23 1952

SEP 1952

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 _____, County of Greenville, State of South Carolina, described as follows:

* All that certain piece, parcel or lot of land situate, lying and being on the
* Piedmont Road, in Gantt Township, County and State aforesaid, and being desig-
* nated as Lots Nos. 16 and 17 on the plat of the property of Cleveland &
* Williams, as recorded in the RMC office for Greenville County, S. C. in plat
* book "B", at page 3, and having the following metes and bounds according to
* said plat:
* BEGINNING at an iron pin on the Easterly side of Piedmont Road, joint/corner
* of Lots 17 and 18, and running thence along the common line of said lots N 88-54
* E 163.1 feet to an iron pin, joint corner of Lots 17, 18, 36 and 37; thence
* along the joint rear line of Lots 16, 17, 37 and 38 S 3-42 E 100.1 feet to an
* iron pin on the Northerly side of a street as shown on said plat; thence along
* the Northerly side of said street S 88-54 W 162.5 feet to an iron pin at the
* corner of the intersection of said street with Piedmont Road; thence along the
* Easterly side of Piedmont Road N 3-47 W 100 feet to an iron pin, the point of
* beginning.

The above described lots were conveyed by Joseph A. Paris to W. Hampton Smith by deed dated December 21, 1921, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 62, at page 395.

The Lessor herein as a part of the consideration of this lease does hereby agree and bind himself, his heirs and assigns to furnish an adequate supply of water to be used in connection with the operation of said service station, at a monthly service charge of Three Dollars (\$3.00) per month. The term of this agreement shall run concurrent with the within lease.

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, and the service station building and facilities hereinafter referred to, including the property listed under Schedule "A" hereto annexed.

To hold the premises hereby demised unto Lessee for Ten (10) years, beginning on the 1st day of November, 1952, and ending on the 1st day of November, 1962, on the following terms and conditions:

(1) Lessee shall pay the following rent:
* An amount equivalent to One Cent (1¢) per gallon of gasoline and other Motor
* Fuel sold during the month or fraction thereof at said premises by Lessee, 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 One Hundred Dollars (\$100.00) for each successive monthly period thereof.
* Lessee shall keep 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.

(2) Lessee shall have the option of renewing this lease for Five (5) 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.

(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 balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

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