

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF GREENVILLE)

W. L. FAIRBANKS, JR.
 R. M. P.
 LEASE AND AGREEMENT

This Lease and Agreement entered into this 24th day of December, 1952, by and between Woodward Investment Company, a Corporation of Greenville, South Carolina, hereinafter referred to as Party of the 1st Part, and B. B. Ashley, individually, and d/b/a Motor Fuel Distributing Service of Greenville, South Carolina, hereinafter referred to as Party of the 2nd Part,

W I T N E S S E T H:

The Party of the 1st Part, being the owner of that certain lot of land which is hereinbelow described, on which is located a filling station building, does hereby lease and rent to the Party of the 2nd Part said premises for a period of five (5) years beginning on January 1, 1953, and ending on December 31, 1957, on the following rental basis:

The Party of the 2nd Part is to pay to the Party of the 1st Part One (\$.01) Cent per gallon on each gallon of gasoline sold and distributed by the Party of the 2nd Part on and from said premises, and is to guarantee a minimum rental of One Hundred and Twenty-Five (\$125.00) Dollars per month, and the maximum shall be Three Hundred (\$300.00) Dollars per month, payable on the 1st day of each month. The Party of the 2nd Part is to pay One Hundred and Twenty-Five (\$125.00) Dollars on or before January 1, 1953, to apply against the January, 1953, sales rental, and on February 1, 1953, is to pay on his January sales, and will continue to pay on the 1st of each month on the sales for the preceding month during the term of this Lease.

The Party of the 2nd Part accepts and agrees to rent and lease said premises on the basis and terms as herein expressed. It is further agreed that the Party of the 1st Part is to pay taxes and insurance on said premises, and the Party of the 2nd Part is to pay all other costs and expenses. The Party of the 2nd Part agrees to tar and gravel, at its own expense, the runways and portions of said premises where vehicles are driven, and is to keep up the building and premises, and keep them in a sanitary and businesslike manner and condition, and is to operate nothing of an illegal nature thereon.

The Party of the 2nd Part agrees that at the expiration of the term of this Lease, it will surrender the premises to the Party of the 1st Part without further notice, in as good a condition as when the same was entered upon by the Party of the 2nd Part, loss by fire, and inevitable accident and ordinary wear excepted, and that the Party of the 1st Part is to have free access to the premises hereby leased for the purpose of examining and inspecting the same.

It is further agreed that neither the Party of the 2nd Part, nor his legal representative will sublet said premises or any portion thereof, or assign the lease, or make any alterations to said premises without the written consent of the Party of the 1st Part, and the premises shall not be used in a manner so as injure or deface the same, or to create any nuisance in the neighborhood.

It is further expressly agreed by the parties hereto that if default shall be made in the payment of the rent as herein specified, or any part thereof, or in any of the covenants and agreements herein contained, the Party of the 1st Part, his heirs, executors or assigns shall have the lawful right to enter on said premises or any part thereof, without process of law, and re-enter and repossess the same, and to destrain for the rents that may be due, and should the Party of the 2nd Part become in arrears with his rent, the said Party of the 1st Part shall have a lien on all properties of the Party of the 2nd Part situate on said premises for the faithful performance of the terms of this Lease.

It is further agreed that the Party of the 1st Part is to have no liability whatsoever for damage or injury to anyone or any property while on said premises.

