

APR 29 1957 10264

BOOK 575 PAGE 521

SUB-LEASE

Agreement dated the 1st day of April, 1957, by and between NATIONAL OIL CO., INC., a North Carolina Corporation, (lessor) and Oscar N. Smith (Lessee) having a place of business at Greenville, S.C.

(1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, described as follows: Building and lot located on Bumcomb Road, 14 Miles North Of Greenville S.C. on US Highway #25. Said Lot being bounded by Bumcomb Road State Highway #25 And other land owned by lessor Known as O.N. Smith.

(2) Term. TO HAVE AND TO HOLD for the term of one month, from and after the 1st day of April, 1957.

(3) Termination. A notice of ten days in writing is required of said lessee should lessee desire to vacate said premises at the termination of this lease, and should the lessor desire possession a like notice shall be required, and in case such notice shall have been given by either party, the said lessor shall have the right to re-enter and repossess said premises at the end of this lease; and if no such notice be given by either party, this lease shall continue in force for a like period, as set forth in this lease subject to all the covenants and conditions herein contained.

(4) Rental. Lessee agrees to pay the following rent for said premises:

(a) (\$ ) per month, to be paid between the first and tenth of each month in advance. (b) An amount equal to one cent (.1) for each gallon of motor fuel sold during the month at said premises by the lessee, his agents or assigns. Payments of said rental are to be made on or before the tenth day of the month following the month in which the rental is earned.

(5) Use. Lessee shall use the said premises and such buildings and improvements for the purpose of the storage, handling and sale of petroleum products and automobile accessories.

Lessee agrees that rental shall be payable in monthly installments and that if any installment shall be due and unpaid for ten (10) days after written notice of such default has been delivered to lessee, lessor shall have the right to terminate this lease on ten (10) days' written notice to lessee.

(6) Maintenance. Lessee shall maintain the said premises in good repair during the term of this agreement, and in case of lessee's failure so to do, the lessor may make the necessary repairs for the account of lessee.

(7) Gas, Water and Light. The lessee during the occupancy of the leased premises shall pay all charges accruing for gas, water and light. Upon his failure to do so the lessor may pay such charges and in that event such charges shall be added to the rental payable and shall be collectible as rent.

(8) Approval and Signing by Lessor. This agreement, whatever the circumstances, shall not be binding on the lessor unless and until approved and signed on its behalf by an Executive Officer at the General Office in Richmond, Virginia.

(9) Successors and Assigns. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns, but cannot be assigned, and the property herein described, sub-leased without the written consent of the lessor.

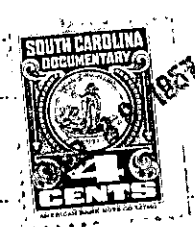
(10) It is understood and agreed that the within lease is subject to the terms and conditions of the lease between the lessor and the owner of the demised premises and will automatically terminate with said lease.

(11) This lease cancels and supercedes any previous lease between the parties hereto, covering the property herein described.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: Olive Bartholomew By: NATIONAL OIL COMPANY, INC. (Lessor)

Witness: H.H. Wainwright M.J. Thompson By: Oscar N. Smith (Lessee)



(Continued on Next Page)