

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

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LEASE

THIS AGREEMENT made this 31st day of December 1969, and between M. C. Woodson, herein designated Lessor, and J. McGee Horton, herein designated Lessee, WITNESSETH:

1. For the consideration hereinafter expressed, the Lessor has rented and leased, and ~~does~~ hereby rent, lease and demise unto the Lessee, for a period of ~~five~~ ^{four} years from the date hereof, beginning with the date of January 1, 1970, and ending on date December 31, ~~1975~~ ¹⁹⁷⁴, the following premises to be used for the sole purpose of the ~~sale~~ of such petroleum products as may from time to time be designated by the said Lessee, namely:

All that certain lot of land situate in the county of Greenville, State of South Carolina, containing one half acre, more or less, described as follows; BEGINNING at a center line point of the intersection of the Beech Springs-Holliday Dam Road and State Highway #247, thence running from this point in a Westerly direction approximately 200 feet to a point in the center of State Highway #247, thence in a Northerly direction approximately 100 feet to a point, thence in an Easterly direction approximately 200 feet to the center line of Beech Springs-Holliday Dam Road, thence approximately 100 feet along the center line of the Beech Spring-Holliday Dam Road to the beginning point which is the center line point of intersection of the Beech Springs-Holliday Dam Road and State Highway #247. This property being described further as having a cement block structure comprising a garage, store and service station.

2. The premises hereby demised are to be used by the Lessee for the operation of a filling station for the sale and distribution of petroleum products of such kind as may from time to time be designated by the Lessee.

3. It is mutually agreed and understood that the full consideration for this lease is that J. McGee Horton is to pay M. C. Woodson on January 1, 1970, and each January 1, thereafter for ~~four~~ ^{four} years \$100.00 in cash, same to be used by M. C. Woodson to cover part of roof of said building. It is mutually agreed and understood that M. C. Woodson is to contract for this roof work as he may desire to have.

4. It is mutually agreed and understood, that the Lessee will operate the filling station on the foregoing premises by someone mutually satisfactory to parties hereto and on a basis which shall likewise be mutually satisfactory to said parties, and it is further mutually agreed and understood, that the Lessor will not sell and distribute, permit the sale or distribution from the forgoing premises, during the term of this lease, any gasoline or other petroleum products other than such as are purchases from the Lessee.

5. It is mutually agreed and understood, that the said Lessor or any other person who shall be engaged to operate the said filling station, shall sell therefrom such petroleum products only as shall be designated by the Lessee.

6. It is mutually agreed and understood, that Lessor will pay from year to year all taxes assessed against said premises and any and all fire and tornado insurance that said Lessor shall desire to have.

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