

STATE OF SOUTH CAROLINA,
GREENVILLE COUNTY.

LEASE.

KNOW ALL MEN BY THESE PRESENTS, That, W. T. Newby hereinafter called "Lessor", and A. B. Batson, hereinafter called "Lessee" each of the County and State aforesaid, in consideration of mutual advantages, and the payment of the sum of one dollar, in hand paid, each to the other, (the receipt of which is hereby acknowledged by each), and the mutual covenants hereinafter expressed do agree upon the following:

1. The said lessor does hereby grant, bargain and lease, and have by these present granted, bargained, and released to the lessee, the following personal property, to-wit:
Wooden Structure building on Geer Highway.

and the following real estate, to-wit:-

Beginning at corner of drive way leading to Old Cunningham home running North Westerly 125 ft. along U. S. Highway No. 276; thence 60 ft. running in a South Western direction; thence 75 ft. running in a South Eastern direction; thence 60 ft. running in a Eastern direction to the beginning corner.

for a period of 12 years, beginning on the 11th day of August, 1938, and ending on the 11th day of August 1950, and from year to year thereafter; so long as the lessee shall pay, or cause to be paid the rental charge hereinafter stipulated, unless, the lessor shall give to the lessee, or his assigns, written notice of his desire to terminate the lease, Three (3) Months prior to the expiration of this lease or such extended renewal thereof thereafter;

TO HAVE AND TO HOLD the said premises unto said lessee, his heirs, and assigns for and during said lease period, including any extended renewal thereof beyond the date designated above.

2. And it is further agreed that the rental charge for the use and occupancy of the foregoing property is One dollar (\$1.00), due and payable, (annually) at the end of such period, and that default in payment of said rent for a period, Thirty (30) Days, and written demand for payment thereof by the Lessor shall terminate the Lease, but not otherwise.

3. It is further agreed that the insurable interest in said property shall remain in Lessor, that the said premises, and other property shall be used and occupied at the risk of, and upon the liability of the Lessor for any and all claims, and demands whatsoever, except for wilful injury, or damages inflicted by the Lessee personally, but not by his agents, servants, or sub-Lesseees;

4. Should the Lessee herein sub-lease any portion of the property above described for any portion of the time to anyone, including the Lessor, then the same shall be held, used and occupied the same as if he were a stranger to this contract, and such holding shall constitute an entire and independent contract, which shall not operate as a revocation, modification or waiver of any of the provisions of the foregoing lease; but shall be held, and occupied subject to this lease, and as sub-Lessee only; and whose rights and privileges, and use and occupancy shall be determined as a sub-Lessee, and not under the right of ownership of the above described premises,

5. And it is distinctly understood and agreed, that in the event any person, firm or corporation, including the Lessor, shall sub-lease the premises above described from the Lessee under this lease, then such sub-Lessee shall use, occupy, and possess said premises and property only so long as said sub-Lessee shall purchase, handle, and sell on said premises the petroleum products furnished or designated by the said Lessee, and no longer; that is to say, should the Lessee change his connection from one oil company to another, from time to time, then said Lessee would have the exclusive right to furnish or designate and/or supply such petroleum products as said sub-Lessee could purchase, possess, handle, and sell on said premises; and, should the sub-Lessee fail or refuse to purchase from the Lessee, or party designated by the Lessee any and all of his petroleum products, including gas and oil, and supplies, as above provided for, then said sub-Lessee shall thereby forfeit said sub-lease, and his right to hold under the said Lessee shall be automatically terminated, and said sub-Lessee shall on demand surrender possession thereof to the Lessee, and in case of failure to surrender the same, shall be subject to ejectment as a tenant-at-will of the Lessee holding over.

6. It is further understood and agreed, that, for convenience of the parties, that any sub-Lessee, including the Lessor, sub-leasing the premises above described from the Lessee herein, do by signing the stipulation at the bottom of the instrument, expressing an intention to adopt the same along with the Lessee, shall be sufficient adoption of the foregoing provisions of this contract as sub-Lessee and Lessee, and the same shall thereby become binding on both Lessee and sub-Lessee in all its terms and provisions.

IN WITNESS WHEREOF, we, the said Lessor and Lessee above mentioned, do hereby set our hands and seals to the foregoing contract, which is executed in duplicate, and each party acknowledges receipt of a copy. This 11th day of August, 1938.

W. T. Newby (SEAL)

A. B. Batson (SEAL)