BOOK 1157 PLSE 125

MEMORANDUM OF LEASE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

THIS MEMORANDUM OF LEASE, made and entered into this 29th of

August , 1981, by and between Elizabeth E. Taylor, Nancy R. McLeod,

Carroll H. Roe, Jr., Beth R. Randall and John E. Roe, Jr., hereafter referred
to as "Lessor", and KAYO OIL COMPANY, a Delaware corporation, hereafter re
ferred to as "Lessee".

PREMISES LEASED. Lessor hereby leases unto Lessee a tract of land in the City of Greer, County of Greenville, State of South Carolina, described as follows, to-wit:

BEING the northwest corner of US 29 (Wade Hampton Boulevard) and SC Route 14 (North Main Street), more particularly described as follows:

BEGINNING At an iron pin (P.O.B.) at the northwest intersection of the rights-of-way of Wade Hampton Boulevard (US Highway No. 29) and North Main Street (SC Highway No. 14); thence along the right-of-way of North Main Street (SC Highway No. 14), N. 8-48W. 122.0 feet to an iron pin; thence leaving said highway right-of-way and along line of other Roe property the following courses and distances: N. 84-33W. 117.59 feet to an iron pin; thence S 4-35 W. 120.0 feet to an old spike in a northern right-of-way of Wade Hampton Boulevard (US Highway No. 29); thence along the northern right-of-way of said highway, S. 85-14 E. 145.82 feet to the point of beginning, containing 0.36 acre or 15,702 feet, said legal description being taken from topographical map for Kayo Oil Company dated March, 1981, by Dalton & Neves Company, Engineers.

and including all appurtenances thereto, and all right, title and interest of Lessor in and to any and all roads, streets and ways bounding the said premises, subject to any exceptions hereinafter noted.

WITNESSETH, THAT:

In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Lessee to Lessor, the receipt and sufficiency of which are hereby acknowledged by Lessor, Lessor did by Lease Agreement dated August 29 , 1981, lease, demise, and let unto Lessee that certain tract and parcel of land described above, together with all buildings, improvements, easements, and rights of every nature whatsoever thereunto appertaining.

Said Lease Agreement provides for a primary term of Ten years commencing on October 1, 1981, following which Lessee shall have and is hereby given and granted Two successive options to extend said lease for additional periods of Five years each. Rental payments therein shall commence on October 1, 1981.

This Memorandum of Lease is subject to all of the terms, conditions, and provisions of that Lease Agreement referred to above. Said Lease Agreement dated <u>August 29</u>, 1981, was executed by the parties hereto and is hereby incorporated herein by reference with the same force and effect as if said Lease Agreement had been set forth herein in full. Nothing contained in this Memorandum of Lease shall be interpreted to alter, amend, or modify said Lease Agreement.

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