

Personally appeared before me Paul W Foster and  
 he saw the within named James F. Simmons  
 and William A. Simmons  
 sign and as his her their act and deed, deliver the within instrument, and  
T. E. Wooten witnessed the execution  
 of this instrument, this 4th  
 day of December A.D. 1950 at Greenville  
W. James Williams Notary Public for Greenville Co., S. C.

*Will  
James F. Simmons  
309 New Buncombe Rd  
City*

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DEC 4 1950

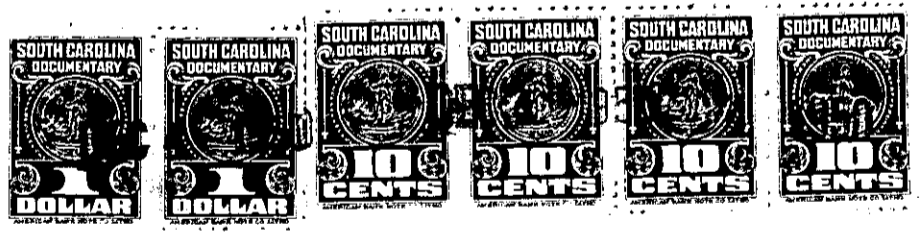
THIS LEASE made this 10th day of October, 1950, by  
 and between James F. Simmons and William A. Simmons  
 (hereinafter called "Lessor"), and FOSTER OIL CO., AGENTS.,  
 called "Lessee"). (hereinafter

WITNESSETH THAT:-

First The Lessor hereby leases to the Lessee for a term of five ( 5 ) years,  
 beginning on the 10th day of October, 1950, and ending on the 9th day of  
October, 1955, the parcel of land on New Buncombe Road in  
Greenville County, State of South Carolina, bounded and  
 described as follows: Situate at the intersection of the New Buncombe Road  
and Mahon Street with a frontage of approximately 50 feet on the New  
Buncombe Road. Reserving, however, to the Lessors all of the building  
 situate upon said premises, except the service station, consisting of  
 office, two enclosed bays and two rest rooms. Lessors reserve an ease-  
 ment for ingress and egress to adjacent property, across the front portion  
 of said premises and hereby grant to the Lessee an easement for ingress  
 and egress across the front of Lessor's adjacent property upon which is  
 situate an apartment building

Lessee shall have the option of extending said lease for an additional  
 period of five years upon the same terms as herein set forth provided  
 said Lessee shall give to the Lessors written notice of his intention  
 to so do at least ninety days prior to expiration of the term above  
 set forth.

Together with all the improvements thereon, and all equipment and apparatus used in connection  
 with the gasoline filling and automobile service station located on said premises. Included among said  
 equipment and apparatus is the following:



Second Foster shall pay as rent for the leased premises a gallonage rental of one (1) cent for  
 each gallon of gasoline sold by Foster upon the leased premises, said gallonage to be paid in monthly  
 installments on or before the fifteenth day of each calendar month, and each installment to be computed  
 upon the number of gallons of gasoline so sold during the next preceding calendar month as shown by  
 Foster's books; provided, however, that the said rent to be paid by Foster shall be not less than One  
Hundred Dollars (\$ 100.00 ) per month regardless of the actual number of gallons of gasoline  
 actually sold as aforesaid. **However, in no event shall the rent exceed the sum**  
**of Two Hundred Dollars (\$200.00) per month**

Second (a) In the event any installment of rent is past due and unpaid  
 for a period of fifteen days or in the event Lessee is adjudicated bank-  
 rupt or placed in the hands of a receiver or makes an assignment for the  
 benefit of creditors, upon the happening of either event, this lease  
 shall terminate at the option of the Lessors.