

THIS INDENTURE made this 20th day of May, 1949
by and between Max Pollard MAY 26 1949
of RFD #2, Piedmont, S. C. 12556, first party,
and Greenville Petroleum Company, Greenville, S. C., second party,

WITNESSETH

That in consideration of the covenant and agreements of the second party hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Greenville and State of South Carolina, to-wit: All that parcel of land, approximately 200 ft. x 200 ft. on Augusta Road, approximately 5 miles from Greenville City Limits, just South of intersection of White house and Augusta Road, and building thereon.

together with all equipment thereon or connected therewith, and now owned (leased) and operated by said first party as a filling station, from the 20th day of May, 1949, to the day of 20th of May, 1954, at a monthly rental of a sum equal to 1¢ for each gallon of White Flash (No third grade) Gasoline and Ethyl Gasoline sold by second party at said premises during the preceeding month, payable on the tenth day of each month during the term, except that the rental for the first month of the term shall be paid on the tenth day of the following month, based upon the gallonage of the first month by check delivered or mailed to first party, his personal representative or assigns at No. _____

Street RFD #2 City Piedmont State South Carolina

unless and until first party shall have notified second party in writing to pay said rent at a different address. Second party reserves the right to terminate this lease at any time after the expiration of one year from the date hereof by giving to first party 30 days' written notice of its intention to so terminate said lease. Second party may credit said rent against any sums owing by first party to it, and notice of such credit shall constitute payment hereunder. Second party will use its best efforts to increase the sale of gasoline at said premises.

In consideration of the foregoing, first party hereby sets over and assigns unto second party, first party's licenses; consent and permits to maintain and operate a gasoline filling station on the above described premises, such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

And said first party further covenants and agrees as follows:

1. That during the term of said lease he will pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon.
2. That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second party, whether or not embedded in the soil or affixed to the realty, shall remain the sole property of second party and at the expiration of this lease by lapse of time or otherwise, said second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed thereon.
3. In event the party of the first part is not owner of the premises hereby leased and shall hereafter default in the payment of rent to the owner, first party hereby consents that party of the second part may at its option, pay such rent, and upon such payment, be subrogated to all the rights of the first party under such lease. But nothing herein shall be construed as obligating second party to pay such rent or other charge on account of such original lease or other instrument of title.

IN WITNESS WHEREOF the parties hereto have caused the due execution of this agreement this 20th day of May, 1949

By E. L. Chandler Jr.
E. B. Evans, Jr.
By X Max Pollard (Seal)
Greenville Petroleum Company
By R. L. Mitchell