

State of South Carolina
County of Greenville

Lease Agreement

13755

This Agreement of Lease made and entered into this 15 day of August 1936, by and between, J. W. Barry, of said State and County, party of the first part, and the Gulf Oil Corporation, a corporation organized and existing under the laws of the State of Pennsylvania, party of the second part.

Witnesseth

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That the said party of the first part (hereinafter called Lessor) has this day rented and leased to the party of the second part (hereinafter called Lessee), a certain parcel of land located in the Town of Fountain Inn, State and County aforesaid, and described as follows:

Commencing at a point located at the northeast corner of intersection of Main and Fairview Streets, and running thence in South-easterly direction along the Northern boundary of Main Street, a distance of 33 ft. 4 in. to a point; thence in a northeasterly direction and parallel with Fairview Street, a distance of 103 ft. to a point; thence in a north-westerly direction and parallel with Main Street, a distance of 33 ft. 4 in. to a point on the Eastern boundary of Fairview Street; thence in a Southwesterly direction along the Eastern boundary of Fairview Street, a distance of 103 ft. to the point of beginning.

Said leased premises shall include the above described real estate together with all improvements and buildings thereon or to be erected thereon.

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Said premises are leased for the purpose of the sale and storage of gasoline, petroleum and petroleum products, and for the conduct of any other lawful business thereon.

The term of said lease shall be for a period of five (5) years commencing on the first day of September 1936, and ending on the thirty-first day of August, 1941, during which the Lessee agrees to pay a rental of Fifty Five Dollars (\$55.00) per month, payable monthly in advance.

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It is agreed that Lessor shall not terminate this lease for or on account of the failure of the Lessee or its sublessee or assigns, to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving to the Lessee a written notice of his intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) days' period, the Lessee shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the Lessor to cancel or terminate the lease for the cause mentioned in the notice shall cease and be of no effect.

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It is further agreed that if by ordinance, law or regulations of the United States or the State of South Carolina, or any political subdivision of either of said governments, it shall become unlawful to sell and/or store or deal in gasoline, petroleum and/or its products on said premises, or if the use of the premises herein demised shall be in any manner restricted for the purpose stated in this agreement, thereupon at the option of the Lessee, this lease may be immediately terminated, and all obligations of Lessee hereunder released and discharged.

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Lessor agrees to pay all taxes upon the land and building and improvements thereon, and further agrees to keep the building and improvements in good condition and repair during the term of this lease, or any renewal or extension thereof, at Lessor's own expense. If Lessor should fail to make said repairs upon notice to him that said repairs are necessary, then Lessee may cause same to be made and apply any charges therefor as payment of rental due or to