

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

LEASE

This lease made this the 5th. day of March, 1938, by and between Mrs. Rubie Hill and H. P. Beam as Guardian for Mary Lewis H. Kimbrough, Ethel Virginia Hill and John Truman Hill, hereinafter for convenience called lessors, and Anderson Petroleum Company, a corporation under the laws of the State of South Carolina, hereinafter for convenience called the lessee:

WITNESSETH:

1. The lessors do hereby demise and lease unto the lessee:

All that parcel or lot of land in Oaklawn Township, Greenville County, S. C., more particularly described as follows: Beginning at the Southwest corner of a building located near the western corner of the Home Place of the late G. F. Hill, then in a easterly direction to the northwest corner of the fence immediately surrounding the residence of the lessor, Mrs. Rubie Hill; thence southward along said fence to the public road, being known as the road from Pelzer to Piedmont; thence down said road and the road from the Augusta road to Pelzer to a point in the latter named road nearest the point of beginning; thence to the beginning corner, this being a part of the tract of land conveyed to the late G. F. Hill by W. E. Thompson and includes the storeroom and filling station situate thereon. This tract is bounded on the North and East by other lands formerly owned by G. F. Hill and on the South and West by public roads. There is reserved to the lessors the right of way to pass over the tract herein described at its southeastern corner for entrance to and exit from the residence adjoining.

To hold the premises hereby leased for the term of five (5) years from February 1, 1938, or unto and including January 31, 1943.

2. The lessee does hereby covenant to pay as rent therefor the sum of Thirty (\$30.00) Dollars each month, payable at the end of the month, as follows: This property being owned one-third (1/3) by Mrs. Rubie Hill and the remainder by the wards of the said H. P. Beam jointly, it is agreed that there shall be paid to H. P. Beam, as Guardian, as aforesaid, the sum of Twenty (\$20.00) Dollars each month as long as he continues to be Guardian for all three wards, and as the wards come of age, the share of such former ward to be paid directly, the pro-rata share of those who remain under lawful age to be paid to the said H. P. Beam, Ten (\$10.00) Dollars a month will be paid to Mrs. Rubie Hill. From this amount, it is agreed that the lessee herein shall deduct Five (\$5.00) Dollars each month as a payment on an account now owed the lessee by the said Mrs. Rubie Hill until said account, together with interest at six (6%) per cent on the unpaid balance, shall be paid in full.

3. If any installment of rent due hereunder should not be paid when due or within thirty (30) days thereafter and shall remain unpaid for ten (10) days after written demand made upon the lessee, then at the option of the lessors, this lease shall become null and void and the lessors in person or by agent may enter and take possession of the premises, this remedy to be in addition to remedies provided by law.

4. This lease may be terminated at the option of the lessee only under one of the following conditions:

(a) If on account of action of the authorities of the County of Greenville or the State of South Carolina or any governmental subdivision it should become unlawful to continue on the premises the operation of a filling station or to maintain storage tanks or pumps or other necessary equipment thereon and in the opinion of the lessee it should become impossible legally to carry on the business of selling petroleum products, then, at its option, this lease shall be terminated and the obligation to pay rent hereunder cease.

(b) If adverse claim to the premises should be made during said term and in the opinion of the lessee it become necessary to surrender possession of the premises to the claimant, or if adverse claim be made that would seriously interfere with the conduct of business on the premises, then and in that event, at the option of the lessee, this lease may be terminated and the obligation to pay rent thereunder cease.

(c) If the premises should be rendered untenable by fire or other casualty, then during such time as the premises may remain untenable, there shall be no obligation upon the lessee to pay rent and if such condition continue for the period of three months, then at the option of the lessee this lease may be terminated and the obligation to pay further rent hereunder cease.

(d) If the public roads adjoining the premises should be changed or re-located in such a manner that these premises should be cut off from a public road or so that the traffic between points now connected by the roads passing the premises be routed over other roads, and for that reason, in the opinion of the lessee, it be no longer profitable to continue its business at this point, then, at the option of the lessee, this lease may be terminated and the obligation to pay rent hereunder cease.

5. It is further understood and agreed that the lessee or its successors or assigns shall have the right to remove from the premises any equipment or improvement which the lessee may put thereon and any and all other property of the lessee whether annexed to the freehold or not, upon the termination of this lease on January 31, 1943, or on sooner termination thereof and within thirty (30) days thereafter, and the lessee covenants to surrender the premises to the lessors on the lawful termination of this lease in as good condition as they now are, ordinary wear and tear, fire and other unavoidable casualties expected.

To the faithful performance of the conditions of this lease, the parties hereto bind themselves, their heirs, executors, successors and assigns.

(Over)