

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

L-E-A-S-E

This Agreement entered into this 10th day of July, 1946 by and between James V. Robinson, hereinafter called the Lessor, and Arthur E. Green, hereinafter called the Lessee, Witnesseth:

That for and in consideration of the rents to be paid and the mutual covenants herein contained, the Lessor does hereby lease and demise unto the Lessee the following described premises located on the West Side of Main Street in the Town of Fountain Inn, South Carolina, and being described as follows:

All that piece, parcel or lot of land having a 100 foot frontage and a depth of 130 feet and bounded as follows: on the North by C. J. Jones lot, on the West by another portion of the McGee lot, on the South by Fariview Street, and on the East by Main Street, and being a portion of the same lot leased to the Mutual Petroleum Company by Thomas Hill McGee, et al, and assigned to James V. Robinson, which lease is of record in the R. M. C. Office for Greenville County, S. C., in Deed Book 289, page 240, together with all the appurtenances thereto belonging.

To have and to hold the above named premises from the 10th day of July, 1946 through the last day of February, 1956, unless sooner terminated under the provisions hereof.

The Lessee agrees to pay as rent for said premises the sum of One (\$1.00) Dollar per year, payable in advance on the first day of each and every year during the term of this lease.

As part of the consideration for this agreement the Lessee agrees to erect, at his own expense, on the premises demised herein a gasoline and oil filling station at a cost of not more than Ten Thousand (\$10,000.00) Dollars, and to complete same at the earliest possible date as materials and labor are available. And the Lessee agrees to pay for all improvements on the premises, including the building, as soon as possible, and all indebtedness for such building and improvements shall be reduced and paid off at the rate of not less than one-tenth (1/10) of all such indebtedness each and every year from the date of this lease. The Lessee further agrees that upon the termination or breach of the terms, of this lease, all the buildings and improvements shall revert to the Lessor, or his assigns, free and clear of all indebtedness and encumbrances.

Whereas, the Lessor has advanced to the Lessee the sum of Two Thousand (\$2,000.00) Dollars and the Lessee has given his note to the Lessor for same, payable in ten (10) equal annual installments of Two Hundred (\$200.00) Dollars each on the last day of February of each year hereafter. The Lessee further agrees that if any rent installment on the note above referred to, shall be due and unpaid for thirty (30) days after its due date, or if the Lessee should breach any of the other of the provisions of this lease, the Lessor shall have the right, at his option, to terminate this lease by giving thirty (30) days notice in writing to the Lessee.

As a further consideration for this agreement, the Lessee agrees to purchase from James V. Robinson at the prevailing tank wagon price all the gasoline and kerosene sold on the said premises during the term of this lease.

It is agreed by the parties hereto that in the event of the death of the Lessee before the expiration of this lease, that said Lessee's Executor or Administrator shall have the option of continuing the terms of this lease provided such option is exercised within sixty (60) days after the death of the said Arthur E. Green.

It is agreed and covenanted that the said premises will be used for the erection and the carrying on of a gasoline and oil filling station, and the Lessee agrees that he will not assign this lease or sub-let said premises without the written consent of the Lessor.

The Lessor agrees to install the necessary pumps, tanks, and other equipment necessary for the storage and issue of gasoline and kerosene for retail sale on said premises, and the said Lessor agrees that he will maintain said equipment in good working condition. The Lessor agrees to install on the premises, and maintain for the term of this lease, four (4) new gasoline pumps and a new lift as soon as such new equipment is available. It is understood and agreed that said equipment shall remain the property of the Lessor and upon termination of this lease for any cause, or upon breach of any of the conditions or provisions contained herein on the part of the Lessee, the Lessor shall have the right to enter upon said premises and remove said property at his option.

In Witness Whereof, the said James V. Robinson, Lessor, and Arthur E. Green, Lessee, have hereunto set their hands and affixed their seals the day and year first above written.

In the Presence of:

Christine Brissey

H. L. Hingson

James V. Robinson (L.S.)

James V. Robinson

Arthur E. Green (L.S.)

Arthur E. Green