

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

LEASE

This INDENTURE of lease made and entered into in duplicate this 1st day of July, 1955, by and between Mrs. Carrie E. Holtzclaw, Travelers Rest, South Carolina, Party of the First Part, (hereinafter known as Lessor) and the Greenville Petroleum Company, Incorporated, Greenville, South Carolina, Party of the Second Part, (hereinafter known as Lessee).

W I T N E S S E T H

- (1) Lessor for and in consideration of the rents hereinafter received and of the covenants and agreements herein contained on the part of the Lessee to be performed, have leased and by these presents do hereby lease unto the Lessee, his heirs, and assigns, the following described premises, situated in the County of Greenville, South Carolina, on the Greer Highway and Buncombe Road, fronting 178 feet on Greer Highway, 119 feet on Buncombe Road, 125 feet on Street extending from Greer Highway to Buncombe Road, known as Lot # 3, and formerly owned by Fannie E. Goodlett Estate.
- (2) To have and to hold the above described premises, unto the said Lessee, his heirs and assigns, for and during the full term of five (5) years, to commence on the 1st day of April, 1961, and to terminate on the 1st day of April, 1966, the rent for the above property shall be one hundred fifty (\$150.00) dollars per month, payable on the 15th day of each and every month thereafter during the continuance of this Lease, payment to be made to Mrs. Carrie E. Holtzclaw, Travelers Rest, South Carolina, or to such other person as she may designate.
- (3) The Party of the Second Part shall renew the Lease on the above property for an additional five (5) years at (\$165.00) one hundred sixty five dollars per month on the same terms and conditions, provided the Party of the First Part is given written notice ninety (90) days prior to the expiration of the present five (5) year lease.
- (4) The Lessee shall have the right and privilege of erecting on said premises any and all improvements, including pumps, tanks, etc., which he may require or desire to use in the conduct of the business of storing, distributing, and marketing the products of Refined Petroleum and other of its commodities by means of a Gasoline Oil Filling and Service Station or otherwise. It is understood and agreed that all and any devices, appliances, and equipment which may at any time be placed or installed on said premises by Lessee shall at all times remain, be considered and treated as the personal property of the Lessee, it is also understood, however, that all permanent buildings placed upon said property by Lessee shall not be removed from the premises on the termination of this Lease or any renewals thereof, but shall become and be the property of the Lessor. It is further understood and agreed that the Lessor shall pay all taxes that may be assessed on the lot herein leased and the Lessee shall pay all taxes that may be assessed against any pumps, building, and tanks located thereon by him.
- (5) It is understood and agreed that in case default is made in any payment of rent for a period of thirty (30) days after the same shall have become due and payable then, at the option of the Lessor, this Lease shall become null and void and the Lessee shall remove from the said lot all improvements removable as above set out under Section Four.
- (6) The Party of the Second Part agrees to pave all the driveway in rear of the building belonging to Mrs. Carrie E. Holtzclaw, with the exception of the part owned by the Highway Department during the first year of the above lease. Also to put porcelain enamel on the front of the building.
- (7) It is mutually agreed that Party of First Part will give Party of Second Part first refusal of additional lease on this property at the expiration of this lease and option.
- (8) This Lease is binding to heirs, or assigns of Lessor.

