

643-511

FEB 2 10 49 AM 1960

STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

COUNTY OF GREENVILLE (C)

THIS AGREEMENT, made and entered into this 28<sup>TH</sup> day of ~~November~~ JANUARY, 1960 *ROW*, *J. H. S.*

and between Inez H. Sutton of Greenville County, State of South Carolina, hereinafter referred to as Lessor, and Greenville Petroleum Company, Inc., a Corporation chartered under the laws of the State of South Carolina, hereinafter referred to as Lessee.

WITNESSETH:

That the Lessor, for an in consideration of the agreements and covenants hereinafter mentioned, to be performed by the Lessee, does hereby demise, lease and rent to the Lessee, its Successors and Assigns, for the period of time hereinafter set forth, the following described property:

All that parcel of land located in the triangle of ground formed by the intersection of White Horse Road and Duncan Road in the County of Greenville, State of South Carolina, owned by the Lessor and now known as Sutton's Cafe and Service Station. Further identified as having a frontage of approximately 355 feet on White Horse Road, and a frontage of 305 feet on Duncan Road. The triangle being closed or based across the rear between these points.

TOGETHER, with all the rights, privileges and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same for and during the period of Ten (10) years from the first day of ~~January~~ FEBRUARY 1960. *ROW*, *J. H. S.*

IN CONSIDERATION WHEREOF, it is mutually agreed between Lessor and Lessee as follows:

1. Lessee agreed to pay to the Lessor, as rental for said property, the sum of One (1¢) cent per gallon on all Gasoline and Diesel Fuel sold to the premises by the Lessee, payable on or before the 15th day of the following month, during the term of this lease.
2. Lessee agrees to maintain the filling station located on the above described premises in a proper state of repair and, upon termination of this lease to surrender the building (if option to purchase is not exercised) to Lessor in same condition as it is in at the date of this lease, normal wear and tear excepted, provided, however, Lessor agrees to remedy any structural defects in the building at her own expense, which might occur or become apparent during the term of this lease or any renewal thereof, (structural defects are to include damages to walls, floors, roof, or supports due to any cause).
3. Lessor agrees to pay all taxes and assessments which may be made against said property.
4. Lessor agrees to obtain and pay for adequate fire and wind storm insurance on said property so that, in the event of the destruction of the improvements on

(Continued on Next Page)