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H. J. Timmons, Jr.
203 E. Stone Ave. City

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GREENVILLE CO. S. C.

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LEASE AGREEMENT

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THIS LEASE AGREEMENT entered into this _____ day of _____, 19____, between William R. Timmons, Jr. of Greenville, County of Greenville, State of South Carolina, herein called LESSOR, and Kayo Oil Company, a Delaware Corporation, of Chattanooga, County of Hamilton, State of Tennessee, herein called LESSEE, WITNESSETH:

In consideration of the covenants and agreements herein contained the parties agree as follows:

TERM OF LEASE 1. Lessor hereby leases to Lessee for the period beginning July 1, 1966, and expiring on June 30, 196, subject to renewal as hereinafter set forth, certain property situated in Greenville County, South Carolina, and more particularly described as follows:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, just North of the City of Greenville, on the Northern side of S. C. Highway Number 291 and being bounded by Iron Pins set in February 1966, and having the following metes and bounds, to wit:

BEGINNING at an Iron Pin on the Northern side of S. C. Highway 291 and running thence with the Northern side of Highway 291 S 82-31 W 40 feet to an Iron Pin, thence continuing with the Northern side of Highway 291 S 79-54 W 67 feet to an Iron Pin; thence still continuing with the Northern side of Highway 291 S 77-50 W 60 feet to an Iron Pin; thence still continuing with the Northern side of Highway 291 S 74-20 W 33 feet to an Iron Pin; thence N 15-40 W 125 feet to an Iron Pin; thence N 78-45 E 217.8 feet to an Iron Pin; thence S 07-29 E 125 feet to an Iron Pin on the Northern side of Highway 291 at the point of beginning.

AMOUNT OF RENT 2. Lessee shall pay Lessor, as rental for said property and in payment for the rights hereinafter granted the sum of two hundred (\$200.00) Dollars per month during the term hereof, payable in advance on the tenth day of each month.

UTILITIES CHARGES 3. Lessee shall also pay all charges for water, electricity or other utilities consumed by Lessee.

USE OF PROPERTY 4. Lessee shall not use said premises for any unlawful purposes and shall, while occupying same, comply with all laws, ordinances and regulations affecting same or its use. It is Lessee's immediate intention to use the premises for a service and distributing station for gasoline, oil, other petroleum products and related lines, but such purpose shall not limit in any way Lessee's right to use or permit the use of said premises for any lawful purposes.

REPAIRS 5. Lessor shall not be bound to make any repairs, alterations or improvements of the premises and shall not be bound by any expense on that account incurred by the Lessee.

SURRENDER ON TERMINATION 6. Upon termination of this lease for any cause Lessee covenants to surrender to Lessor the quiet and peaceful possession of the premises subject to the right of removal specified hereinafter.

DAMAGE BY FIRE, ETC. 7. In event the premises shall be rendered unfit for occupation by fire, storm ~~or other~~ WRT ~~or other~~ all rentals shall cease until such time (not to exceed 60 days) as the property is again put in satisfactory condition at Lessee's expense. Lessee shall have the option, in the event the premises are thus rendered unfit for occupation, to put the premises in condition satisfactory to Lessee or to terminate this lease upon 30 days' notice.

AUTOMATIC RENEWAL 8. This lease shall automatically renew itself from year to year after the original and any extended term hereof, on the same terms and conditions, subject to termination by Lessor at the expiration hereof or at the end of any renewal period hereof, by 90 days' notice prior to the expiration of the period then in effect. Nothing herein contained shall, however, be construed to defeat or impair any option rights of Lessee hereinafter set forth.

CHANGES AND ALTERATIONS 9. Lessee is given the right, as may appear advisable within Lessee's sole discretion, at any time or times, to: move, remove in whole or in part, alter, remodel, add to, improve, or modify all or any portion of the premises including buildings, tanks, structures, driveways, grades, curbing, poles, pumps, signs, pipes, walls, fences, and other improvements of any kind; place in, on and under the premises such improvements, other equipment and material as Lessee shall deem convenient; and paint the buildings and other improvements such color or colors as Lessee may desire.

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