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FILED
JUN 14 1963
Mrs. Ollie Farnsworth
R. M. C.

BOOK 725 PAGE 321

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 30 day of April, 1963,
between J. H. Sitton, C. E. Robinson and R. M. Gaffney, of
Greenville, County of Greenville, State of South Carolina,
herein called LESSOR, and Kayo Oil Company, a Delaware Corp.
of Chattanooga, County of Hamilton, State of Tenn.
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 June 1, 1963
and expiring on May 31, 1973, subject to renewal as hereinafter set forth,
certain property situated in Greenville, South Carolina

particularly described as follows: **All that piece, parcel or lot of land located on the eastern side of Pleasantburg Drive (Hwy 291) being lots #2, 3, & 4, as shown on a plat prepared by Woodward Engr. Co., Greenville, S. C. dated Feb. 1957. Since the above-mentioned plat was made a 10' strip of land has been deeded to the S. C. Hwy Dept. leaving the three lots as shown below and as shown on the attached plat.**

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R. M. C. for
County, S. C. on
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AMOUNT OF RENT 2. Lessee shall pay Lessor, as rental for said property and in payment for the rights hereinafter granted the sum of One hundred sixty-five (\$ 165.00) 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 any other cause 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 either party 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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