

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 9th day of April, 1932, between Wm. R. Timmons of Greenville, S. C., Lessor and Southern Oil Stores, Inc., a Corporation of the State of Alabama, Lessee.

Witnesseth:

(1) That the Lessor has leased to the Lessee for a term of fifteen (15) years from May 1, 1932, the following described property situate in the City of Greenville, County of Greenville and the State of South Carolina and more particularly described as follows:

Beginning at a point on the South side of Pendleton Street, the North east corner of lot of Southern Railway, approximately 123 feet east of the Main Line of the Southern Railway and running thence in an easterly direction along said Pendleton Street; ninety-two (92) feet to a point on a ten-foot easement driveway; thence in a line perpendicular to Pendleton Street in a Southerly direction one hundred (100) feet; thence in a line parallel to Pendleton Street approximately ninety-two (92) feet to a point in Eastern boundary line of Southern Railway property; thence in a Northerly direction along property line of Southern Railway lot approximately one hundred (100) feet to the point of beginning.

A portion of the property described is leased by the Lessor herein from Mrs. Rosa K. Ashmore by lease dated April 4, 1932, copy of which is attached hereto and made a part hereof as an Exhibit.

(2) Easements. Lessee shall have right to use jointly with Lessor a certain ten (10) foot driveway east of said property and abutting same and Lessor agrees to keep said driveway open and clear of encumbrance at all times.

Lessor shall have the privilege to use, jointly with Lessee and as a drive-way, the West ten (10) feet of the property herein described, but Lessor agrees to keep said driveway open and clear of encumbrance. This privilege shall be cancelled in the event Southern Railway Company shall allow Lessor to use as a driveway, property West of property herein Leased.

(3) Construction, etc. Lessor agrees to construct and/or furnish and install, and/or install upon premises described and abutting premises before rental under this lease shall commence certain improvements and/or equipment in accordance with plans and specifications attached hereto, as Exhibits. Construction and installation shall be started by lessor immediately upon executor of this lease, shall be subject to supervision of Lessee, whose opinion thereon shall be final and to the complete satisfaction of Lessee. Rental shall commence on the date of formal written acceptance by lessee.

(4) Railway facilities. Lessor agrees to secure from the Railway Company and/or owners of existing spur track, or other existing track adjacent to said property, a permit to use same for spotting tank cars of petroleum products on same and unloading said products by pipe-line to storage tanks located on the property herein described and to secure permanent easements for the construction and use of pipe lines across any property situate between unloading devise and storage tanks. Said easements shall provide a right of ingress and egress for the purpose of repairing such pipe lines.

(5) Permits and Inspection Certificates. Lessor agrees to furnish all permits and inspection certificates for the erection, installation, maintenance and operation of the improvements and equipment as specified, necessary under the laws of the town, county or state in which the above property is located, including permit for the unloading of petroleum products by pipeline from railway tank cars on adjacent spur track as hereinabove specified.

(6) Rental. Lessee shall pay to Lessor a guaranteed rental of One Hundred seventy-five (\$175.00) and no/100 Dollars per month which shall be payable commencing upon the date of completion of construction described in plans and specifications attached hereto as Exhibits, and thereafter on the first day of each month.

Twenty (\$20.00) Dollars per month of this rental shall be paid to Mrs. Rosa K. Ashmore, (15 East Prentiss Avenue, Greenville, S. C.), Lessor in a certain lease attached hereto as an Exhibit; and it is agreed that all payments of rent this contract or any extension thereof may be made to Lessor his heirs, successors, executors, administrators or assigns, directly or by depositing in the First National Bank of Greenville, S. C., or its successors, as Lessee may elect, excepting that portion of the rental payable hereunder to Mrs. Rosa K. Ashmore.

In the event, rental shall become in arrears, and provided such default is not corrected within fifteen days after written notice of such default has been given by Lessor to Lessee, at its office in Birmingham, Alabama, Lessor may, at his option declare this lease void and cancel the same.

(7) Lessor agrees to maintain all permanent improvements, including spur track, during life of this lease and in case of fire or wind-storm, agrees to repair all damage immediately, and in the event of his failure to make such repair, Lessee shall have the option of making such repair himself and of applying the next rentals to the cost of such repairs and with-holding same until such cost is repaid. No rental shall be paid while the premises are not actually occupied and used by Lessee, pending such repairs.

Lessee shall have the right to alter any buildings to be constructed or that are now situate upon the premises leased herein and to erect any other improvement on said property that it may see fit.

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