Form 5

D.K.B.E.N. Renewal

Agreement of Lease

Greenville Branch
Code No. 1-04
Contract No. 268

This agreement of lease made and entered into this the 1st day of April 1936 by and between W. H. Young and Andrew J. Dixon of Greenville County, South Carolina Lessors and the Duke Oil Co. of the Carolinas Incorporated, a corporation existing under and by virtue of the laws of South Carolina with its general offices in the City of Charlotte, Lessee.

Witnesseth

That in consideration of the covenants and agreements herein contained to be performed by the Lessee, the Lessors hereby lease and let unto Lessee the following described premises, situated on the East side of Markley Street in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows:

At the corner of Markley and Pendleton Streets, fronting on Pendleton Street sixty (60) feet and on said Markley Street ninety (90) feet, the whole lot to be one hundred (100) feet deep, the driveway is to be used as common by the Lessee for this lot leased and the Lessee for the adjoining lot.

To Have and To Hold the said premises unto said Lessee for the term of three (3) years from and after the October 31st 1936.

Lessee shall pay to Lessors on or before the 1st day of each month during the term of this lease, a fixed monthly rental of $10.00 Dollars. Lessee further covenants and agrees as follows:

1. Lessee shall have and is hereby given the right, at any time during the term of this lease, to paint the buildings and all improvements located on the leased premises, such colors as it may desire and to improve or remodel the buildings located thereon to suit its needs and purposes.

2. Lessee shall have and is hereby given the right to enter upon and remove from the demised premises, with such appliances as may be necessary, any and all property and equipment, which it now owns or hereafter acquires title to, now located or hereafter placed thereon by it, except buildings, which shall become a part of the leased premises, at any time during the life of this lease, or any extension or renewal hereof, and at and from the expiration or termination, of either, Lessee shall have the right to lease said removable property and equipment on the demised premises unto that successor succeeds Lessee at the premises and purchases said property and equipment; to decline so to purchase, and in the event of no successor or purchaser, as aforesaid, within thirty days thereafter, said right shall continue until and for a period of ten days after Lessor shall have given Lessee notice to remove the same, without Lessee hereby in anyway liable for rent during said period, and without Lessee forfeiting its rights to enter upon and remove the same from the demised premises as aforesaid, or any legal forfeiture thereto for failure so to do; and