

L E A S E

(Service Station Special)

This Lease Made and entered into this eighth day of November, 1930, by and between R. L. Prince, R. L. Wolfe, and Mrs. R. J. Prince, his wife, of the County of Greenville, and State of South Carolina designated herein as Lessor, and Webb Oil Co., Inc. a South Carolina Corporation, designated herein as Lessee:

WITNESSETH:

That Lessor does hereby lease to Lessee the following described premises in the City of.....County of Greenville, and State of South Carolina, to-wit:

Lot with filling Station on Corner of Buncombe & Perry Roads, approximately 70 x 100 feet.

together with all improvements and equipment thereon or connected therewith as evidenced by inventory attached hereto and marked Exhibit "A".

To Have and To Hold the same for a period of two years, beginning on the eighth day of November, 1930 and ending on the eighth day of November 1932, unless sooner terminated as hereinafter provided.

The Lessee agrees to pay to Lessor during the term of this lease, on or before the 15th day of each month, beginning with the 15th day of December, 1930, as rent for said premises, a sum equal in amount to one cent (c) per gallon on all gasoline sold by Lessee on said premises during the preceding calendar month.

Lessee further covenants and agrees to operate said service station in a business-like manner and will at all times endeavor to promote and increase the sale of gasoline at said station.

Said premises shall be used as a gasoline filling and automobile service station.

This lease is made contingent upon Lessor or Lessee obtaining and retaining the necessary legal permission to conduct and operate said business upon said premises. If said permission cannot be secured or, if obtained, is subsequently revoked, or if for any reason, it shall become illegal for Lessee to conduct said business upon said premises, then Lessee, at its option, may terminate this lease. Rents provided for shall automatically cease during any period of time that Lessee is deprived of or denied the right to conduct its business upon said premises by any proper or legal authority.

Lessee is given the right to move, remove, change, alter or modify any portion of said premises, including buildings, tanks, driveways and curbing, and to make, build and place upon said premises such installation and equipment as shall be necessary to meet the requirements, if Lessee, and is further given the right to paint in Shell colors any and all buildings and equipment now upon or which may be hereafter placed upon said premises.

It is the agreement of the parties hereto that no rents shall accrue or be payable by virtue of this lease until all improvements to be erected upon said premises, in accordance with plans and specifications submitted by Lessor to Lessee, shall have been fully completed, and all equipment described in Exhibit "A", properly installed and possession of said service station shall have been delivered to and accepted by Lessee.

It is further agreed that if Lessor fails to erect and equip said service station or fails to complete the same within _____ days from the date hereof, Lessee may then proceed to erect and complete said station and shall have a lien upon said premises for the sum so expended, which sum, however, shall not exceed.....Dollars, that being the agreed and estimated cost of said service station and equipment, and Lessee may foreclose its lien in accordance with the State laws or withhold all rents as they accrue until it shall be reimbursed for such expenditure, together with interest thereon at the rate of six per cent per annum, or may at its option, cancel this lease without further liability.

All necessary repairs shall be made by and at the expense of Lessor. All necessary painting however, of the equipment and building shall be done by and at the expense of Lessee.

If any of the equipment leased hereby becomes worn out through reasonable use or becomes obsolete during the term of this lease or any extension thereof, then and in that event the Lessee may replace the same and shall have the right at the termination of this lease for any cause, to remove the same. The equipment herein leased and described in Exhibit "A" shall remain the property of the Lessor and shall be removed by Lessor from the premises herein Leased when the same has been replaced by new equipment, as above provided.