

## Lease Agreement.

State of South Carolina,  
County of Greenville.

This Agreement of Lease, made and entered into this 25 day of October, 1935, by and between P. F. Cureton, of said State and County, party of the first part, and the Gulf Refining Company, a corporation organized and existing under the laws of the State of Texas, party of the second part;

Witnesseth:

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That the said party of the first part (hereinafter called Lessor) has this day rented and leased to the party of the second part (hereinafter called Lessee) a certain parcel of land located in the City of Greenville, State and County aforesaid, and described as follows:

Beginning at a point on the Southern line of South Main Street at its point of intersection by the western line of a private alley adjacent to the western side of the brick building owned by the Coca-Cola Bottling Company, and running thence South  $17^{\circ} 42'$  East a distance of 108 feet to a point; thence South  $75^{\circ} 6'$  West a distance of 80.1 feet to a point; thence North  $5^{\circ} 58'$  West a distance of 108 feet to a point on the Southern line of South Main Street; thence along said line North  $75^{\circ} 43'$  East a distance of 80.1 feet to the point of beginning.

Said leased premises shall include the above described real estate, together with all improvements and buildings situate thereon or to be erected thereon.

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Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum, and petroleum products and for the conduct of any other lawful business thereon.

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Lessor proposes to erect or is erecting on the premises herein described, buildings and improvements to be used as a gasoline filling station, complete with office space two (2) rest rooms, lubricatorium and wash room, concrete driveways, and will furnish two (2) electric gasoline pumps, four (4) 10-barrel under-ground tanks, one (1)  $\frac{1}{2}$ -horsepower air compressor, and one (1) Rotary Lift, all to be installed. Said building and improvements are to be erected according to plans approved by the Lessee at a cost of not less than Four thousand Dollars (\$4,000.00). Construction is to start promptly upon the execution of this agreement, and is to be completed within a reasonable time, not exceeding ninety (90) days, thereafter, and upon the completion thereof, said buildings and improvements are to be immediately delivered to the Lessee herein for operation.

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The term of said lease shall be for a period of ten (10) years next ensuing from the date of completion of said buildings and improvements by the Lessor, and delivery to and acceptance by the Lessee herein. The effective date of this agreement shall be established by written notice from the Lessor to the Lessee, advising that said buildings and improvements have been completed, and are ready for delivery to the Lessee for operation, and acknowledgment of said notice by the Lessee, accepting the said premises for operation. The Lessee agrees to pay the Lessor as rental, the sum of One Hundred and Fifty Dollars (\$150.00) per month, payable on the first day of each and every month in advance.

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It is agreed that the Lessor shall not terminate this lease for or on account of the failure of the Lessee or its sublessees or assigns, to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the Lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty days prior to such cancellation or termination. If during the said thirty days period, the Lessee shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the Lessor to cancel or terminate the lease for the cause mentioned in the notice shall cease and be of no effect.

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It is further agreed that if by ordinance, law, or regulation of the United States or the State of South Carolina, or any political sub-division or either of said Governments, it shall become unlawful to sell and/or store or deal in gasoline, petroleum and/or its products on said premises, or if the use of the premises herein demised shall be in any manner restricted for the purposes stated in this agreement, thereupon at the option of the Lessee this lease may be immediately terminated and all obligations of Lessee hereunder relieved and discharged.

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Lessor agrees to pay all taxes upon the land and buildings and improvements thereon, and further agrees to keep said buildings and improvements in good condition and repair during the period of this lease, Lessee shall pay the taxes on its property