27639 PROVENCE-JARRARD CO.—GREENVILLE

L E A S E

This Lease made this 27th day of October, 1937 by and between G. W. Massey (hereinafter called "Lessor"), and Webb Oil Co. Inc., a South Carolina corporation (hereinafter called "Lessee") Witnesseth that:-

First. The Lessor hereby leases to the Lessee for a term of five (5) years, beginning on the 1st day of November, 1937, and ending on the 31st day of October, 1942, the parcel of land on U. S. Hwy 25 Street, in R. F. D. Route #3, Belton, Greenville County, State of South Carolina, bounded and described as follows:

150 feet on Southwest along U. S. Highway 25, Northeast back, 150 feet on two sides bounded on North by L. J. Huff property & on south by Greenville County chandler school property.

Together with all the improvements thereon, and all equipment and apparatus used in connection with the gasoline filling and automobile service station located on said premises. Included among said equipment and apparatus is the following:

2-560 tanks & fittings
2-10 gal visible pumps
1- 60 gal Kerosene tank
2-30 gal tube tanks
1-air compressor
1-grease pak

Second. Lessee agrees to pay as rent for the leased premises the sum of One cents (1¢) for each gallon of gasoline delivered by Lessee during the term hereof into storage tanks located on the leased premises, said rent to be payable monthly on or before the 15th day of each month, and to be computed upon the basis of the gasoline delivered by Lessee into said tanks during the next preceding calendar month; provided, however, that if at any time prior to the expiration of the term hereof there is no agreement under which gasoline is sold and/or consigned by Lessee to Lessor at said station Lessee may terminate this lease by giving Lessor written notice of its termination, and provided, further, that for such period, if any, as this lease remains in force after there is no such agreement, Lessee instead of paying rent upon the basis of gasoline delivered by Lessee into storage tanks located on the leased premises shall pay as rent for the leased premises the sum of Four Dollars ($4.00) per month, said rent to be payable monthly on or before the 15th day of each month for the next preceding calendar month.

Third. Lessee may from time to time erect and install upon the leased premises such additional equipment and apparatus as it deems necessary for its business, and may from time to time make such alterations and changes therein and otherwise in the leased premises as it sees fit. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.

Fourth. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises as the same become due and payable. If Lessor fails to pay such taxes, assessment, charges and/or, as the same become due and payable, any mortgage or other lien indebtedness and interest thereon which for any reason may be an encumbrance on the leased premises prior to this lease, Lessee may pay the same, or such portion thereof as it elects to pay, charge the amount of such payment to Lessor and withhold all rentals due hereunder until Lessee shall have fully reimbursed itself for allsums so paid.

Fifth. If the necessary licenses and/or permission to conduct Lessee's business on the leased premises are not granted by the proper public authorities, or, if granted , are revoked, or, if for any other reason it becomes illegal for Lessee to conduct its business on the leased premises, then Lessee may at its option terminate this lease by giving written notice to Lessor.

Sixth. If the leased premises are rendered unfit for occupancy, by reason of fire, storm or any other cause, no rental shall accrue or be paid from the beginning of such unfitness for occupancy, until the leased premises are put in tenantable condition by Lessor and Lessee is able to occupy the same for the purpose of conducting its business.

Seventh. Lessee may at any time during this lease and within ninety days after its termination enter upon and remove from the leased premises any underground tanks and other property owned or placed thereon by it.

Eighth. Lessee may at any time assign this lease or sub-let all or any part of the leased premises.

Ninth. At the termination of this lease Lessee shall surrender the leased premises to Lessor in as good condition as they are now in or shall be put in by Lessor during the term hereof, ordinary wear and tear, damage by fire, other casualty, civil commontion and mob violence excepted.

Tenth. This lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

This lease cancelled by mutual consent
Webb Oil Co. Inc.
By J. M. Wadell
G. W. Massey
Witness
C. D. Stevens
Witness
Dee Farmer
SATISFIED AND CANCELLED RECORD 20 DAY OF Dec 1948
Dee Farmer
R. M. C. FOR GREENVILLE COUNTY, S. C.