

This Lease Contract entered into this 21st day of May, 1938, between T. C. Gower, and Nell G. Parrish, individually and as Executrix of the Will of W. D. Parrish, of 209 West McBee Avenue, (Give Address) herein called Lessor, and the Spur Distributing Co., Inc., a corporation chartered under the laws of Delaware, having its office at Nashville, Tennessee, herein called Lessee, Witnesseth:

1. For the consideration hereinafter stated Lessor leases to Lessee for the period beginning June 1st, 1938, and expiring on May 31st, 1948, certain property situated in Greenville, S. C., and more particularly described as follows:

That lot fronting on the south side of South Main Street, in the City of Greenville, County of Greenville, State of South Carolina, approximately 64.2 feet on South Main Street, bounded on the West by property of Dan Tasse; on the East by property now or formerly of K. S. Conrad, and on the South by a right-of-way of the C. & W. C. Railway Company, and on the North by South Main Street.

2. Lessee agrees to pay to Lessor as rental for the use and occupation of said property the sum of Fifty & no/100 (\$50.00) Dollars for each month during the period of this lease, payable in advance on the first day of each month.

3. Lessee shall have the right to use or permit the use of said premises for all lawful purposes. It is the immediate intention of Lessee to use the property for a service and distributing station for the sale and distribution of gasoline, oil, other petroleum products, automobile accessories, and related lines, but such purpose of Lessee shall not be construed to limit in any way the rights herein conferred to use said premises for all lawful purposes. Lessee is given the right to move, alter or modify any portion of the premises, including buildings, tanks, driveways, grades and curbing; to remodel or entirely remove existing buildings or structures; to place on and under the leased premises such buildings, tanks, pipe lines and other equipment and material as may be suitable or necessary; and shall likewise have the right on the termination of this lease or of any renewal or extension thereof, whether by expiration, forfeiture or otherwise, and provided that Lessee has complied with and performed its obligations hereunder, to remove from the premises any such buildings, tanks, pipe lines and other equipment, or any trade fixtures placed on the premises for the purposes by the Lessee, excepting, however, that at the end of the term of this lease the property shall be restored to the same condition as it was at the beginning of said term.

4. Lessor agrees to pay all taxes, general and special, that may be levied or assessed against said premises. In the event of failure on the part of Lessor to pay any such taxes and charges when due and payable, Lessee shall have and is hereby given the right to pay and charge the same to Lessor, and Lessee may withhold all rentals as they accrue until it shall have been reimbursed for any sum so advanced, together with interest thereon. Lessee, however, shall be bound to reimburse Lessor for any additional tax or charge that may be assessed against Lessor solely upon or on account of the buildings, tanks, pipe lines and equipment of Lessee placed upon said property and belonging to Lessee, provided Lessor submits proper evidence of such assessments; and Lessee shall likewise be bound during the period of its occupation to pay any water rates or water taxes assessed against said property.

If any payment required to be made under the terms of any mortgage which is now a lien on the demised premises, is not paid when the same becomes due and payable, then Lessee may make any such payment and may deduct the amount thereof, together with interest thereon from the date of payment from the next installment or installments of rent due hereunder until full reimbursed for such payment.

5. Lessee shall not use said premises for any unlawful purpose and shall during its occupancy thereof comply with all laws, ordinances and regulations affecting said property or the use thereof.

6., 7., 8., & 9. (These paragraphs are marked out)

10. Lessor warrants that he is the sole owner of the leased premises and that same are free and clear of all encumbrances except as hereinafter stated, and that same are free from any restrictions as to use; and covenants that he will put Lessee in possession of said premises at the beginning of the term, and that Lessee shall have the peaceful and uninterrupted possession thereof for the uses and purposes herein contemplated to the end of the term, and of any extension thereof, and so long as he keeps, complies with the performs the covenants and conditions of this lease, except that the Lessee accepts this lease subject to the existing lease on this property now held by J. W. Davis, entered into on April 9, 1938, copy of which is hereto attached.

11. Lessor shall not be bound to make any repairs, alterations or improvements to the premises and shall not be bound for any expense on that account incurred by Lessee.

12. Anyone taking and holding the leased premises or any part thereof under Lessee shall take and hold same subject to all the terms, provisions and limitations of this lease contract, except that the Lessee shall not be discharged from its liabilities under this lease.