

THIS LEASE CONTRACT entered into this 28 day of August 1945, between P. R. Long, Walter Goldsmith and J. C. McCall of Greenville, South Carolina; herein called LESSOR, and Calvin Houghland, d.b.a. The Direct Oil Company, having his office at Nashville, Tennessee, herein called LESSEE, WITNESSETH:

1. For the consideration hereinafter stated LESSOR leases to LESSEE for the period beginning January 1, 1946, and expiring on December 31, 1950, subject to renewal as hereinafter set forth, certain property situated in Greenville, South Carolina, and more particularly described as follows:

BEGINNING at the southwest corner of North Main Street and Park Avenue and running south to a point 150 feet on North Main Street and from this point west 20 feet and then north 30 feet and then northwest to a point 75 feet from the starting point on Park Avenue.

2. LESSEE agrees to pay to LESSOR as rental for the use and occupation of said property the sum of ONE HUNDRED (\$100.00) DOLLARS for each month during the period of this lease, payable in advance on the first of each month.

3. LESSEE shall have the right to use or permit the use of the 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 conveyed 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 tanks, pipe lines and other equipment, or any trade fixtures placed on the premises for any purpose by the LESSEE.

PROVIDED, NEVERTHELESS, and notwithstanding any of the foregoing provisions, it is understood and agreed between the LESSOR and the LESSEE that the LESSOR shall have the right and privilege to purchase the tanks and pipe lines above referred to at a fair appraised value upon the termination of this lease. ~~It is further understood and agreed that upon the request of the LESSOR the LESSEE shall restore the land herein leased to the same condition in which they were at the beginning of this lease.~~ It is further understood and agreed between the LESSOR and the LESSEE that all buildings erected by the LESSEE during this lease shall be left upon the lands herein leased and title thereto shall pass to the LESSOR upon the termination of this lease.

4. LESSOR agrees to pay all taxes, general and special, that may be levied or assessed against said premises, said taxes, however, to be only the taxes levied against the real estate herein leased, and the LESSEE is to pay taxes upon all buildings or improvements including tanks, pipe lines and equipment. In the event of failure of LESSOR to pay 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 evidence of such assessments; and LESSEE shall likewise be bound during the period of the 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

3 on notice of Renewal of Lease Agreement See Deed Book 678 Page 275.

OK
W.G.
C.H.
P.R.