

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of July, 1946, by and between Rosa Mae Cothran of Greenville County, State of South Carolina, and J. V. Robinson of the State and County aforesaid, WITNESSETH:-

WHEREAS, the said Rosa Mae Cothran is the owner of a tract of land located in Gantt Township, Greenville County, State of South Carolina, on both sides of the Greenville-Piedmont Highway, on which there is situated a mercantile building, and more particularly described in deed recorded in the R. M. C. Office for Greenville County, S.C. in Deed Book Vol. 205 at page 34, said deed being dated the 19th day of July, 1938.

WHEREAS, the said J. V. Robinson is a dealer in wholesale petroleum products in the State and County aforesaid, and

WHEREAS, the said J. V. Robinson agrees to pay to the said Rosa Mae Cothran the sum of Two Hundred Twenty-Five and No/100 (\$225.00) Dollars, the receipt whereof is hereby acknowledged, said sum being in repayment to the said Rosa Mae Cothran of expenses incurred by her in paving a portion of the land described above in front of the mercantile building, so as to make it suitable for the retail dispensing of gasoline, and

WHEREAS, it is the purpose and intention of the said Rosa Mae Cothran to handle and sell at retail prices the petroleum products of J. V. Robinson, exclusively, and it is the intention of the said J. V. Robinson to sell his petroleum products to the said Rosa Mae Cothran on the terms and conditions as hereinafter agreed upon.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:-

(1) Rosa Mae Cothran agrees to let the above described paving strip remain on the premises for the duration of this agreement and to allow J. V. Robinson, or his agents, to install and maintain the necessary tanks, pumps and other equipment to be used in the storage and retail sale of petroleum products on the above described premises.

(2) Rosa Mae Cothran agrees, for the duration of this agreement, to purchase all gas, kerosene and other petroleum products sold on the above described premises from the said J. V. Robinson, at the prevailing tank wagon prices, delivered on the premises.

(3) For the duration of this agreement, J. V. Robinson agrees to furnish and deliver to the said Rosa Mae Cothran, on the above described premises, at prevailing tank wagon prices, all of the gas, kerosene and petroleum products to be sold at retail prices at the above described location.

(4) For the duration of this agreement, J. V. Robinson agrees to install and maintain in good working order the necessary tanks, pumps and other equipment for the storage and retail sale of all of the petroleum products sold by the said J. V. Robinson to the said Rosa Mae Cothran, but all tanks, pumps and other petroleum equipment so installed shall forever remain the property of the said J. V. Robinson.

(5) It is mutually agreed by the parties hereto that the death of the said Rosa Mae Cothran or the bona fide sale of the above described real property shall terminate this agreement ipso facto as of that date; otherwise to remain in full force and effect for a period of ten (10) years from the date of this agreement.

(6) It is further agreed by the parties hereto that at the termination of this agreement, as above provided, the said J. V. Robinson shall have the right to enter in upon the above described premises and to remove any and all pumps, tanks and other equipment furnished and installed by the said J. V. Robinson during the term of this agreement.

(7) It is mutually agreed by the parties hereto that in the event of the breach