

DEC 9 - 1947 10 A.M.

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#551-55-42

APPROVED

LEASE AGREEMENT

CONTRACT NO. 6043

THIS AGREEMENT, made this 10th day of October November, 1947,

between Mrs. Clara B. Cox of Greenville County, South Carolina, hereinafter referred to as Lessor (whether one or more), and THE PURE OIL COMPANY, an Ohio Corporation, hereinafter referred to as Lessee,

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated near the City of Greer, County of Greenville, and State of South Carolina, described as follows:

All that certain piece, parcel, and lot of land situate, lying and being in the State & County aforesaid near the Town of Greer, lying between the New & Old National Highway, having the following metesa & Bounds; Beginning at an iron pin, all of lot #6 and parts of lot #7 (except that part crossing the New Highway) as shown by plot of W. N. Willis, C. E. Made of Cunningham, Haynesworth, Burgiss, December 10th, 1915.

Beginning at an iron pin, corner of lot #6 and running thence S. 69 E. 50 feet to an iron pin; thence S. 65 E. 20 feet to an iron pin by Old Highway; thence S. 12-10 W, 1525 feet to an iron pin by New Highway, Mrs. Lola F. Smith's corner; thence S. 87 3/4 W. 93 feet to an iron pin corner of lots #5 & #6, thence W. 19 E. 148 feet to the beginning corner, according to a survey made by W. A. Christopher, May 17, 1920.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Five (5) years commencing on the First (1st) day of November, 19 47, and ending on the Thirty-First (31st) day of October, 19 52, hereinafter referred to as the original term.

~~Lessee is hereby granted the option of extending this lease for an additional period of () years commencing on the () day of () 19 () and ending on the () day of () 19 () under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.~~

~~Lessee is hereby granted the further option of extending this lease for an additional period of () years commencing on the () day of () 19 () and ending on the () day of () 19 () under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term.~~

3. Lessee agrees to pay as rent for said premises: The sum of Ten (\$10.00) Dollars per month and in addition thereto the sum of One (1¢) Cent per gallon on each gallon of Lessee's Motor Fuel delivered to the leased premises in excess of one thousand (1000) gallons during each calendar month. The fixed rental of Ten (\$10.00) Dollars per month shall be payable on or before the fifteenth (15th) day of each calendar month and the gallonage rental shall be payable on or before the fifteenth (15th) day of the calendar month based on the Motor Fuel delivered to the leased premises during the preceeding calendar month in excess of the monthly quantity above specified.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease or any extension hereof, to maintain and keep the buildings, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance and repair, at such times and in such manner as not unreasonably or unnecessarily to interfere with the Lessee's use and occupancy of said premises. If the Lessor, after written demand by the Lessee so to do, shall fail or refuse to make any necessary repairs, the Lessee shall have the right, at its option, either (1) to make such repairs and to charge the expense thereof to Lessor which expense the Lessor agrees to pay on demand, and until paid by Lessor, the Lessee shall have the right to deduct such expense from rent thereafter payable by the Lessee hereunder; or (2) to cancel and terminate this lease by giving written notice thereof to the Lessor. The Lessor, however, shall not be required to repair any damage done or waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste caused by Lessee.