

THIS LEASE CONTRACT entered into this 31 day of August, 1948, FILED
 between K. S. Conrad GREENVILLE CO. S. C.
 of 11 Whitsett Street Greenville South Carolina FEB 1 4 39 PM 1949
 (Give Address)

herein called LESSOR, and the SPUR DISTRIBUTING CO., INC., a corporation organized 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 September 1, 1948, and expiring on August 31, 1958, subject to renewal as hereinafter set forth, certain property situated in Greenville, South Carolina and more particularly described as follows:

Two adjoining lots on South Main Street in the City of Greenville having approximately seventy-three (73) feet of frontage on South Main Street and approximately one hundred twenty-five (125) feet of depth to and including the C. and W. C. Railway right of way including all traffic rights. Said property leased beginning at iron pin on the East side South Main Street on the corner of an eight (8) foot walkway being on the South side of said walkway.

2. LESSEE agrees to pay to LESSOR as rental for the use and occupation of said property the sum of One hundred and Fifty Dollars (\$ 150.00) 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 any purposes by the LESSEE.

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 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 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 fully 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.