

STATE OF SOUTH CAROLINA )

CONTRACT

COUNTY OF GREENVILLE )

This indenture made this 13<sup>th</sup> day of April 1953 by and between William R. Keller, of 59 East Main Street (Woodside), Greenville, South Carolina, First Party, and Greenville Petroleum Company, Greenville, South Carolina, Second Party.

W I T N E S S E T H

That in consideration of the covenant and agreements of the Second Party hereinafter set forth, said First Party hereby agrees and binds himself to buy and sell only the petroleum products marketed by Second Party at his service station located at corner of E. Main & Bernie Street Ext., (Woodside), Greenville, South Carolina, for a period of five (5) years, specifically defined as from the 13<sup>th</sup> day of April 1953 until the day of APRIL 12<sup>th</sup>, 1958.

1. Party of Second Part agrees to loan to Party of First Part the following equipment for use in operation of service station.
  - 2 Electric Cumputing Pumps
  - 2 550 gal. U. G. Tanks
  - 1 550 gal. U. G. Tanks
  - 1 1½ H.P. Air Compressor
  - 1 Hydraulic Lift
  - 1 1 gal. Stroke Pump
  - 1 S36 Road Sign
2. Party of Second Part agrees to paint aforementioned service station its company colors.
3. Party of Second Part agrees to sell the Party of First Part petroleum products at its posted tankwagon price for cash at time of delivery.

In consideration of the foregoing, the Party of the First Part covenants and agrees as follows:

- A. That during the term of contract he will pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon.
- B. That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by Second Party or by third persons acting under arrangement with Second Party, whether or not embedded in the soil or affixed to the realty, shall remain the sole property of Second Party and at the expiration the contract by lapse of time or otherwise, said Second Party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed thereon.
- C. That he will pay for all water and electricity used at service station.
- D. That the Second Party can in no way be held responsible or liable for any damage resulting from fire, explosion, or pollution resulting from petroleum products that the First Party has on inventory or sells, and that Second Party is not responsible for any losses due to mechanical failures of equipment.
- E. In the event of First Party's selling or assigning his property, this contract shall be deemed valid and binding to whomever he may sell or assign.
- F. That, unless either party serves written notice by registered mail thirty (30) days prior to the expiration date of this contract, it shall continue in force from year to year.