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AUG 23 1961

LEASE AGREEMENT

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THIS LEASE AGREEMENT made and entered into this 15 day of July, 1961, by and between TENNECO OIL COMPANY

herein referred to as "LESSOR", and WEBSTER PETROLEUM DISTRIBUTING COMPANY, INC. herein referred to as "LESSEE", whether one or more.

WITNESSETH:

In consideration of the payment of rents and the mutual promises contained herein, LESSOR leases to LESSEE, and LESSOR and LESSEE agree as follows:

1.0 Property Leased: LESSOR hereby leases to LESSEE for the term and upon the conditions hereinafter stated the following described property located in Greenville South Carolina  
(City) (County) (State)

All that certain piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, situate, lying and being on the Western side of Poinsett Highway, U.S.#25 and bounded on the South by Langston Creek and on the North by property of Grantor and having according to a recent plat of said property by Dalton & Meves, dated February, 1960, the following metes and bounds, to-wit: Beginning at an iron pin on the Western side of Poinsett Highway, which iron pin is located at the center of Langston Creek, and running thence N76-17 W 95.3 feet to an iron pin thence S 78-58 W 82.4 feet to an iron pin; thence N 34-27 W 125.1 feet to an iron pin thence N 78-33 E 150 feet to an iron pin on the Western side of the Poinsett Highway, thence along the Western side of Poinsett Highway S 39-11 E 70 feet to an iron pin thence continuing along Poinsett Highway S 31-14 E 102.5 feet to an iron pin, the point of beginning. Subject to a 12 foot easement along Northeast boundary.

, together with full rights of ingress and egress to such property, and with service station and all structures, improvements, equipment, rights and personal property situated thereon or appurtenant thereto, unless herein specifically excepted.

2.0 Term: Subject to the provisions hereof, this lease shall remain in force and effect for a term commencing July 15, 1961, and ending at the close of business on July 14, 1971.

3.0 Rental: LESSEE shall pay LESSOR as a rental: a sum of Two Hundred Seventy-Seven and 56/100 Dollars (277.56) per month payable in advance monthly on or before the first calendar day of each month; ~~provided, however, that the sum payable under this Section 3.0 for the first month rental of this lease shall be paid in twelve equal installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month on or before the first calendar day of each month during the first year period of this lease (such sum shall, however, be applicable towards the last month's rent or any other sum due under this lease).~~

If the effective date of this lease is not the first day of a month, then the first rental payment shall cover only that part of the month remaining and shall be equal to the monthly rate multiplied by the remaining days in such month (including the effective date), divided by the number of days in such month.

4.0 Use of Premises:

4.1 LESSEE shall use the said leased premises, buildings, improvements and facilities solely for the operation of a gasoline service station, the sale of automobile accessories, the servicing of automobiles and such additional activities as are customarily carried on at gasoline service stations; provided, however, LESSEE may, (with LESSOR'S written consent), sell other items of merchandise to the motoring public so long as such sales shall not interfere with or adversely affect the storage, display and sale of petroleum products and automobile accessories.

4.2 LESSEE agrees to keep the premises, equipment, facilities and gasoline service station on the leased premises, including restrooms, in clean, safe and sanitary condition, inviting to the motoring public.

4.3 LESSEE shall keep the present improvements, equipment, and personal property (such equipment and personal property are specified in Exhibit "A" attached hereto and made a part hereof), or any improvements, equipment and personal property replacing same in good repair at the expense of LESSEE, and at the expiration of this lease or any extension thereof, to surrender and deliver up such property in as good order and condition as when the same were when delivered to LESSEE hereunder or installed, ordinary wear and tear excepted. LESSEE shall not cause or permit any damage, defacement, alteration or removal of the aforementioned property. Where damage or defacement occurs, LESSEE agrees to promptly make repairs.

4.4 LESSEE agrees not to erect or cause to be erected any buildings, gasoline pumps, globes, or other structures, or advertising media (including signs, insignia, and trademarks) other than herein authorized or any addition to existing buildings, gasoline pumps, globes, or other structures advertising media (including signs, insignia, and trademarks) other than herein authorized on the leased premises without first obtaining approval of LESSOR in writing.

4.5 LESSEE shall neither permit nor suffer any disorderly conduct, loud noise or nuisance whatever upon or about said leased premises, which would normally have a tendency to annoy or disturb persons occupying adjacent premises other than noises and conduct ordinarily and necessarily occurring in connection with the orderly operation of a service station, garage and/or parking lot.

4.6 LESSEE hereby covenants and agrees that an express condition of this lease is that LESSEE or agents, tenants, sublessees, successors or assigns of LESSEE will, throughout the term of this lease or any extension or renewal thereof, operate the said premises as a gasoline service station in a good and workmanlike manner and will purchase exclusively from LESSOR, its successors and assigns, all of the motor vehicle fuels customarily sold by gasoline service stations and which are necessary to satisfy the requirements connected with said premises.

At such times and in such quantities as LESSEE in the conduct of business on said premises may require, LESSOR agrees to sell and deliver or cause to be sold and delivered to LESSEE all of the motor vehicle fuels or other like merchandise usually sold by gasoline service stations and required to be purchased from LESSOR hereunder. The prices for all of such products will conform to established prices for LESSOR'S products generally effective at the time and place of such deliveries.

In the event LESSOR should be unable or fail to supply the merchandise herein referred to in the quantities required or within twenty-four (24) hours after the LESSEES shall have delivered a request for such deliveries, then and in such event the LESSEE may purchase merchandise from other persons, firms, or corporations until the LESSOR shall be ready and able to resume sales and deliveries as herein provided.

5.0 Responsibility and Liability:

5.1 LESSEE hereby assumes full and complete responsibility for the maintenance, repair and operation of the leased premises. LESSOR shall not be liable for any damage, loss or cost connected either directly or indirectly by failure to keep said premises or property in repair, but it shall be the duty of LESSEE to protect from damage or loss any property that LESSEE or any other person may have upon the leased premises, and to protect from bodily injury or death any persons upon said premises, including LESSEE, his agents, servants or employees. The leased premises shall upon the expiration of this lease be returned to LESSOR in at least as good a condition as existing when delivered to LESSEE at commencement of this lease, ordinary wear and tear and damages by fire and the elements only excepted. LESSEE shall make an inspection of the leased premises and improvements thereon prior to their delivery to LESSEE and shall determine if said premises are free of dangerous or potentially dangerous conditions (including but not limited to the condition of all gasoline storage facilities and gas and electrical supply connections), and LESSEE does hereby assume full and complete responsibility for the leased premises and improvements thereon in their condition existing at the time of delivery to LESSEE.

5.2 LESSEE agrees to promptly pay all charges accruing for gas, water, electricity, telephone, and similar charges incurred in connection with the maintenance and operation of the leased premises and upon LESSEE'S failure to do so, LESSOR may, if it elects, pay such charges and add same to rental payable hereunder by LESSEE.

5.3 LESSEE shall in the maintenance, operation and occupation of the leased premises comply with all Federal, State and local laws, rules and regulations governing or pertaining to the maintenance or operation of the leased premises, including the sale and distribution of gasoline or any other petroleum products.

5.4 LESSEE agrees that it has no authority to create and will allow no liens to be filed on or against the leased premises by laborers, mechanics or materialmen or others.

5.5 LESSEE shall secure all necessary permits and licenses required for the maintenance, repair, operation and occupation of the leased premises and shall promptly pay any and all fines and penalties levied in connection with the maintenance, operation and occupation of the leased premises.

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