

Form 301A (Caro.) Revised 10-10-38---400

Greenville Branch

Code No. 1-04

Contract #268

AGREEMENT OF LEASE.

THIS AGREEMENT OF LEASE made and entered into this 31st day of July, 1939, by and between H. K. Townes and Aurelia T. Rison, of Greenville County, South Carolina, Lessor, and the PURE OIL CO. OF THE CAROLINAS, INC., A CORPORATION existing under and by virtue of the laws of North Carolina, with its general offices in the City of Charlotte, Lessee.

WITNESSETH

THAT IN CONSIDERATION of the covenants and agreements herein contained to be performed by the Lessee, the Lessor hereby leases and lets unto Lessee the following described premises, situated in the City of Greenville, County of Greenville, Township of _____, State of South Carolina, and more particularly described as follows:

At the corner of Markley and Pendleton Streets, fronting on Pendleton Street sixty (60) feet and on Markley Street ninety (90) feet. The whole lot is one hundred (100) feet deep, but a driveway is to be used in common by the Lessee for this lot leased and the Lessors for the adjoining lot.

TO HAVE AND TO HOLD the said premises unto the said Lessee for the term of one (1) years, from and after the October 31st, 1939.

Lessee shall pay to Lessor on or before the 15th day of each month during the term of this lease, a fixed monthly rental of \$100.00 Dollars.

Lessor FURTHER COVENANTS AND AGREES AS FOLLOWS: 1. Lessee shall have and is hereby given the right, at any time during the term of this lease, to paint the buildings and other improvements located on the leased premises, such color or colors as it may desire and to improve or remodel the buildings located thereon to suit its needs and purposes.

2. Lessee shall have and is hereby given the right to enter upon and remove from the demised premises, with such appliances as may be necessary any and all property and equipment, which it now owns or hereafter acquires title to, now located or hereafter placed thereon by it, at any time during the life of this lease, or any extension or renewal hereof, except buildings, which shall immediately upon erection become a part of the leased premises the property of Lessor and therefore not removable, provided and it is so agreed that at and from the expiration or termination of this lease or any extension or renewal hereof, Lessee shall have the right to leave said removable property and equipment on the demised premises until and for a period of ten days after Lessor shall give Lessee notice to remove the same without Lessee being in any way liable for rental during said period and without Lessee forfeiting its rights to enter upon and remove the same from the demised premises.

Should there be a mortgage or other lien upon the demised premises, prior to this lease agreement, or should any taxes accrue against the property of Lessor during the term of this lease, and Lessor should fail to retire or pay such prior liens and taxes promptly as and when they shall be and become due and payable, or should it be or become unlawful to sell, store or handle gasoline or other petroleum products on the said premises, or to erect, operate or maintain thereon equipment necessary or convenient for the sale, storage or handling thereof, or if for any reason whatsoever this undertaking or lease should be or become profitless to Lessee in its sole judgment, then and in either event Lessee shall have the right, at any time thereafter, at its option, either to terminate this Lease Agreement and everything herein contained, upon thirty days prior written notice, without other cause, and remove said removable property and equipment from the premises, it being stipulated and agreed that the buildings along shall become a part of the leased premises, and that any property attached to the buildings or embedded in the ground, be it of whatever kind or nature, shall be and remain personal property and removable; or purchase or pay said prior liens or taxes and apply the rent due during any period of their lease against the amount so paid out, and until Lessee is fully reimbursed, without prejudice to other legal remedies, Lessee acquiring all the rights of the holder of such claims by the payment thereof.

3. This lease shall automatically renew itself from year to year after the original term hereof, on the same terms and conditions, subject to the right of either party to terminate this lease at the expiration hereof, or to terminate any renewal hereof at its expiration by giving the other party ninety (90) days' written notice, prior to the expiration of the period then in effect.

4. Lessor shall at Lessor's expense maintain and keep the buildings and the leased premises in good condition, repair and entirely tenantable at all times during the existence of this agreement or any extension or renewal hereof, including but not by way of limitation the keeping of the water and sewerage facilities in a good and usable condition at all times, and Lessor further agrees that should he fail to carry out any of the provisions contained herein forthwith after notice that Lessee shall have the right to have the work done and apply the rental due hereunder against the cost thereof.