

3.00 + 10.08  
 32112  
 JUN 14 1963  
 FILED  
 JUN 14 1963  
 Mrs. Ollie Farnsworth  
 R. M. C.  
 BOOK PAGE 725 of 325

**LEASE AGREEMENT**

GREENVILLE CO., S.C.

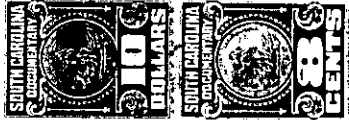
THIS LEASE AGREEMENT entered into this 19th day of JANUARY, 1958,  
 between J. A. CURETON, ESTATE AND TRUSTEES CONSISTING OF  
ROY W. CURETON, J. A. CURETON JR. SOUTH CAROLINA NAT'L BANK, of  
GREENVILLE, County of GREENVILLE, State of SOUTH CAROLINA,  
 herein called LESSOR, and F.P. KENDALL, SR., & F.P. KENDALL, JR. d/b/a, F.P. KENDALL  
OIL COMPANY, of CHATTANOOGA, County of HAMILTON, State of TENNESSEE  
 hereinafter called LESSEE, WITNESSETH:

In consideration of the covenants and agreements herein contained the parties agree as follows:

**TERM OF LEASE** 1. Lessor hereby leases to Lessee for the period beginning FEBRUARY 1st, 1958,  
 and expiring on JANUARY 31st, 1968, subject to renewal as hereinafter set forth,  
 certain property situated in GREENVILLE COUNTY, SOUTH CAROLINA, and more par-  
 ticularly described as follows:

Being a portion of Block #1, Lot #1, as shown in City County Block  
 Book Pge # 182, more fully described as follows; Beginning at a point  
 where the North West Corner of said Lot #1 joins Rutherford Road;  
 thence in an Easterly direction along the south line of Maple Street  
 a distance of 75 feet to a point; thence at right angles in a South-  
 erly direction 199 feet to a point in the North Line of North Main  
 Street; thence in a North Westerly direction 135 feet along the East  
 line of North Main Street to a point where said line intersects with  
 the East line of Rutherford Road; thence in a Northerly direction  
 along the East line of Rutherford Road 102 feet to the point of Beg-  
 inning: Said portion of said lot fronting 102 feet on Rutherford  
 Road, 75 feet on Maple Street and 135 feet on North Main Street, this  
 being that portion of the lot now seperated from other portion by a  
 white picket fence.

Property containing Service Station Building, and marketing equip-  
 ment belonging to Lessor.



**AMOUNT OF RENT** 2. Lessee shall pay Lessor, as rental for said property and in payment for the rights here-  
 inafter granted the sum of Two Hundred Ten and No/100 (\$210.00)

Dollars per month during the term hereof, payable in advance on the tenth day of each month.

**UTILITIES CHARGES** 3. Lessee shall also pay all charges for water, electricity or other utilities consumed by  
 Lessee.

**USE OF PROPERTY** 4. Lessee shall not use said premises for any unlawful purposes and shall, while occupying  
 same, comply with all laws, ordinances and regulations affecting same or its use. It is  
 Lessee's immediate intention to use the premises for a service and distributing station for gasoline, oil,  
 other petroleum products and related lines, but such purpose shall not limit in any way Lessee's right  
 to use or permit the use of said premises for any lawful purposes.

**REPAIRS** 5. Lessor shall not be bound to make any repairs, alterations or improvements of the prem-  
 ises and shall not be bound by any expense on that account incurred by the Lessee.

**SURRENDER ON TERMINATION** 6. Upon termination of this lease for any cause Lessee covenants to surrender to  
 Lessor the quiet and peaceful possession of the premises subject to the right of re-  
 moval specified hereinafter.

**DAMAGE BY FIRE, ETC.** 7. In event the premises shall be rendered unfit for occupation by fire, storm or any  
 other cause all rentals shall cease until such time (not to exceed 60 days) as the property  
 is again put in satisfactory condition at Lessee's expense. Lessee shall have the option, in the event the  
 premises are thus rendered unfit for occupation, to put the premises in condition satisfactory to Lessee  
 or to terminate this lease upon 30 days' notice.

**AUTOMATIC RENEWAL** 8. This lease shall automatically renew itself from year to year after the original and  
 any extended term hereof, on the same terms and conditions, subject to termination by  
 either party at the expiration hereof or at the end of any renewal period hereof, by 90 days' notice  
 prior to the expiration of the period then in effect. Nothing herein contained shall, however, be construed  
 to defeat or impair any option rights of Lessee hereinafter set forth.

**CHANGES AND ALTERATIONS** 9. Lessee is given the right, as may appear advisable within Lessee's sole discretion,  
 at any time or times, to: move, remove in whole or in part, alter, remodel, add to, im-  
 prove, or modify all or any portion of the premises including buildings, tanks, structures, driveways,  
 grades, curbing, poles, pumps, signs, pipes, walls, fences, and other improvements of any kind; place in,  
 on and under the premises such improvements, other equipment and material as Lessee shall deem con-  
 venient; and paint the buildings and other improvements such color or colors as Lessee may desire.

continued on next page