

State of South Carolina,
County of Greenville,

Lease Agreement

This Agreement of Lease, made and entered into this 16th day of October 1936 by and between J. S. Bell of said State and County, party of the first part, and the Gulf Oil Corporation, a corporation organized and existing under the Laws of the State of Pennsylvania, party of the second part.

Witnesseth

-1-

That the said party of the first part (hereinafter called Lessor) has this day rented and leased to the said party of the second part (hereinafter called Lessee) a certain parcel of land located near the City of Greenville, State and County aforesaid, and described as follows:

Beginning at an iron pin at the northeast intersection of Clayton Street and right-of-way of new Buncombe Road running thence along line of said right-of-way 73-49 W. 83.6 feet to an iron pin; thence 83-30 E. 20.7 feet to an iron pin; thence 83-30 E. 193 feet to an iron pin; thence along line of said road 83-30 E. 193 feet to an iron pin; thence along line of said road 83-30 E. 83.6 feet to an iron pin; thence along Clayton Street 83-30 E. 23.8 feet to an iron pin; thence 83-30 E. 19.6 feet to the beginning corner.

Said leased premises shall include the above described real estate, together with all improvements and buildings situate thereon or to be erected thereon, excluding therefrom, however, a small office room situate on the ground floor of the building and excluding also an apartment situate on the second floor of said building, consisting of four rooms and bath, together with the right of ingress to and egress from the said office and apartment over the aforesaid described premises.

-2-

Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum and petroleum products and for the conduct of any other lawful business thereon and the Lessor herewith agrees that he will not sell nor permit to be sold thru the office room or apartment reserved by him, any petroleum products competitive to those sold by the Lessee herein, nor will he sell, or permit to be sold from the said office and apartment anything whatsoever and the Lessor further agrees that he will not do or permit anything to be done by himself and the occupants of the apartment that will interfere with the operation of the said premises by the Lessee and in the event that it should become necessary, he will, upon notice from the Lessee require tenants objectionable to the Lessee to vacate said apartment.

-3-

The term of said lease shall be for a period of one year, commencing on the first day of November 1936 and ending on the thirty-first day of October 1937 for which the Lessee agrees to pay a rental of Thirty Five Dollars (\$35.00) per month payable on the first day of each and every month in advance. The Lessee further agrees to pay an additional sum equivalent to 1% per gallon on the total sales of Gasoline, Gulf No. 90, Ethyl, Traffic Gasoline and/or other Gulf motor fuel sold thru said premises in excess of 42,000 gallons per year. At the end of each annual term the Lessee shall compile said sales for the preceding twelve months and in the event the sales exceed 42,000 gallons then the Lessee shall pay 1% per gallon on each gallon in excess thereof. Any sum due under this provision shall be due and payable at the end of each annual term.

-4-

The Lessee shall have the option and privilege of renewing and extending the term herein created from year to year on the same terms and conditions for four additional terms of

Assignment to this lease, see deed Book 80, page 96.