

LEASE AGREEMENT

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This Agreement of Lease, made and entered into this 16th day of June, 1938, by and between Dan D. Davenport, 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:

W I T N E S S E T H

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

Commencing at a point located at the southeast corner of the intersection of E. Stone Avenue and Bennett Street, and running thence in a southerly direction along the eastern boundary of Bennett Street a distance of 90 feet to a point; thence in an easterly direction and parallel with E. Stone Avenue a distance of 90 feet to a point; thence in a northerly direction and parallel with Bennett Street a distance of 90 feet to a point on the southern boundary of E. Stone Avenue; thence in a westerly direction along the southern boundary of E. Stone Avenue a distance of 90 feet to the point of beginning.

Said leased premises shall include the above described real estate, together with all buildings and improvements situate thereon or to be erected thereon.

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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.

The Lessor agrees that Lessor will not sell, nor permit to be sold on the premises owned by Lessor adjacent to this leased premises, any petroleum products competitive to those sold by the Lessee.

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The building, driveways and improvements are to be erected and constructed by the Lessor at his expense according to plans and specifications approved by the Lessee in writing. Said building and all improvements are to be constructed by the Lessor in strict accordance with said plans and specifications approved by the Lessee in writing. ~~Said building and all improvements are to be constructed by the Lessor in strict accordance with said plans and specifications~~ at an approximate cost of Five Thousand Dollars (\$5,000.00); the work is to be started promptly after this lease has been fully executed and acknowledged by all parties hereto and completed within a reasonable time thereafter. The term of this lease shall commence when said building and improvements are completed and ready for occupancy by the Lessee, which fact is to be evidenced by the Certificate of Completion of Building of the architect employed by the Lessor, or if an architect is not employed, by the contractor employed by the Lessor, and by acceptance of said station in writing, so that the term of this lease shall commence on the date to be determined as above by delivery of Certificate of Completion of Building and by acceptance of said station by Lessee in writing and shall run for a period of ten (10) years thereafter.

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During the term of this lease, the Lessee agrees to pay a monthly rental of One Hundred Dollars (\$100.00), payable on the 10th day of each, and every month in advance.

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It is understood and agreed that should the Lessee hold over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease for a longer period than one (1) month.

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Lessor, for himself, his heirs, representatives, successors and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting Lessee's title thereto, and further covenants that Lessee, its successors and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this lease or any renewal or extension thereof, the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the Lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if Lessee should be made a party defendant in any legal proceeding involving any lien or charge against the premises affecting the Lessee's right of continuous and quiet possession the Lessor will reimburse the Lessee for any reasonable attorney fees or other expense incurred by Lessee in defending its right under this lease, and any such expense may be applied by Lessee