

STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

COUNTY OF GREENVILLE )

THIS AGREEMENT, made and entered into this 12th day of January, 1959, by and between J. S. DILLARD of Greenville County, State of South Carolina, hereinafter referred to as Lessor, and GREENVILLE PETROLEUM COMPANY, INC., a Corporation chartered under the laws of the State of South Carolina, hereinafter referred to as Lessee.

## W I T N E S S E T H

That the Lessor, for and in consideration of the agreements and covenants hereinafter mentioned, to be performed by the Lessee, does hereby demise, lease and rent to the Lessee, its Successors and Assigns, for the period of time hereinafter set forth, the following described property.

A triangular piece of property located at the intersection of Pelham Street and South Main Street at the edge of Greer, County of Greenville, State of South Carolina having approximately 200 feet frontage on each of the aforementioned streets with a width of approximately 100 feet across the rear between the two streets and going to a point where the two streets intersect. Further identified as being 520 S. Main Street plus the adjoining vacant lot to the rear.

TOGETHER with all the rights, privileges and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same for and during the period of Five (5) years from the 15 th day of January, 1959.

IN CONSIDERATION WHEREOF, it is mutually agreed between Lessor and Lessee as follows:

1. Lessee agrees to pay to the Lessor, as rental for the said property the sum of One Hundred-Twenty-Five (\$125.00) Dollars per month, payable on or before the 15th day of each month during the term of this lease, in advance.
2. Lessee agrees to maintain the filling station located on the above described premises in a proper state of repair and, upon termination of this lease to surrender the building (~~if not to be purchased or constructed~~) to Lessor in same condition as it is in at the date of this lease, normal wear and tear excepted, provided, however, Lessor agrees to remedy any structural defects in the buildings, at his own expense, which might occur or become apparent during the term of this lease or any renewal thereof. (Structural defects are to include damages to walls, floors, roof, or supports due to any cause).
3. Lessor agrees to pay all taxes and assessments which may be made against said property.
4. Lessor agrees to obtain and pay for adequate fire and wind storm insurance on said property so that, in the event of the destruction of the improvements on said property by fire or other casualty, Lessor will have adequate funds with which to rebuild the improvements now located thereon.
5. In the event of damage to, or destruction of the building on said premises by fire, tornado or other casualty, during the term of this lease, the Lessor agrees promptly to repair or rebuild said improvements thereon, and if the Lessor fails to commence the necessary repairs or rebuilding within fifteen days after such damage or destruction occurs, the Lessee may, at its option, do the necessary work and charge the cost of same to the Lessor's account.

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