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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)BONNIE S. T. [unclear]
R. [unclear] AGREEMENT

This Contract and Agreement, made this 14th day of January, 19 75, by and between Jordan Oil Co. of S. C., Inc., hereinafter called the party of the first part and Albert S. Bossler and wife, Mary L. Bossler, hereinafter called the party of the second part.

Whereas, the party of the second part is engaged in the operation of a wholesale battery distribution business under the trade name of Southern Battery Co. and located at 1226 South Main Street, Greer, South Carolina.

And whereas, the party of the first part is engaged in the wholesale distribution of gasoline and other motor fuels.

NOW, THEREFORE, for and in consideration of the premises and of the sum of Ten (\$10.00) Dollars in hand paid each to the other, receipt of which is hereby acknowledged, the parties to this instrument contract and agree as follows:

1. This contract shall begin on the 14th day of January, 19 75, and shall continue thereafter for a period of 20 years. Thereafter it shall automatically be renewed on a yearly basis if neither party notifies the other party of their desire to cancel, or a longer period if mutually agreed upon by the parties hereto.

2. The party of the first part hereby agrees to furnish and install the following Gasoline Dispensing Equipment upon the above-described property.

- 3 Model 550-34 3/4 H.P. Tokheim Submerged Pumps
- 3 Model 91 Street Box for submerged pumps
- 2 Model 1150-ATS-APC-I Tokheim Self-Serve Pedestal
- 1 Model 1150-ATS-APC-I-Twin One product Tokheim Self-Serve Pedestal
- 4 Model 901-APC-LT Console
- 3 8,000 Gallon 8' dia, underground storage tanks
- 6 12" Alum. Manhole Assy.
- 3 OPW 633-TE 4" fill adapter & Locking cap
- 3 #23 2" OPW Vent
- 1 24' X 24' single column Mansard Style shingled canopy
- 4 16-SVA-1-1500 covered strip lights for canopy

3. The party of the first part agrees to furnish an adequate supply of gasoline to meet the sales requirements during the term of this contract.

4. The retail sales price shall be determined by the market-conditions prevailing in the area, and shall be approved by the party of the first part.

5. The profit from the sale of gasoline shall be determined at the end of each month, or as soon thereafter as an accounting can be made, but not later than ten (10) days after the end of each month.

6. The profit from the sale of gasoline is to be arrived at on the following basis.

(a) The Gasoline Sales shall be based on the pump computer readings and shall represent the difference between the computer readings at the beginning and at the end of the period.

(b) The Cost of Gasoline Sold shall be the party of the first part's averaged-out cost for gasoline purchased from their suppliers, plus transportation costs not to exceed the Common Carrier Freight rate, and plus Federal and State gasoline taxes and inspection fees.