

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

LEASE AGREEMENT.

THIS AGREEMENT OF LEASE, made and entered into this 9th day of November, 1939, by and between the AIRPORT COMMISSION OF THE CITY OF GREENVILLE AND COUNTY OF GREENVILLE, OF THE STATE OF SOUTH CAROLINA, a commission created by an Act of the legislature of the State of South Carolina, Lessor, and the GULF OIL CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania, Lessee:

WITNESSETH

- 1 -

That lessor has this day rented and leased to lessee a certain parcel of land situate at the Municipal Airport near the City of Greenville, State and County aforesaid, and described as follows:

Beginning at the northwest corner of the hangar situate on said airport premises and running thence in a southeasterly direction along the northeastern wall of said hangar for a distance of 100 ft. to the northeast corner of said hangar; thence at a right angle in a northeasterly direction for a distance of 50 ft. to a point; thence at a right angle in a northwesterly direction and parallel with the northeastern wall of said hangar for a distance of 100 ft. to a point; thence at a right angle in a southwesterly direction for a distance of 50 ft. to the point of beginning.

Said leased premises shall include the above described real estate, and such additional space as may be required adjacent thereto, for the addition to or improvement of any airport fueling system as and when required and such additional land as required for and to be occupied by additional airport fueling systems to be installed, said area to be adjacent to or adjoining the above described premises.

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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.

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The term of this lease shall be for a period of one (1) year, commencing on the 1st day of March, 1940 and ending on the 28th day of February, 1941, provided, however, that said lease shall automatically be extended from year to year thereafter upon the same terms and conditions, including rental, until such time as said lease is terminated by either party hereto upon written notice to the other given at least ninety (90) days prior to the expiration of any yearly term.

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During the term of this lease agreement, or any extension thereof, the lessee agrees to pay to the lessor a rental of One dollar (\$1.00) per year, payable yearly in advance.

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It is understood and agreed that upon the termination of this lease at the end of the original term, or any extension thereof, or if terminated by notice as provided for in paragraph #3 hereof, any holding over by lessee shall not be considered as an extension of this lease for any period longer than one (1) month.

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Lessor, for itself, representatives, successors and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting the 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 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 expenses may be applied by lessee upon rental due or to become due.

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The lessor agrees to pay all taxes upon the land, buildings and improvements thereon and further agrees to keep the buildings and improvements in good condition and repair during the term of this lease or any renewal or extension thereof at lessor's own expense. If the lessor should fail to make said repairs upon notice to lessor that said repairs are necessary, then the lessee may cause same to be made. Should the lessor at any time default in the payment of any taxes, lien, mortgage, or other charge against the premises, then the lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights of the lien-holder to the extent of said payments thereon. Any payments made by the lessee for the foregoing reasons may