

Lease Agreement

State of South Carolina,
County of Greenville.

This Agreement of Lease, made and entered into this 11th day of October 1935, by and between Mrs. Mary L. Bozeman, a Widow, and Francis B. Bozeman, of said State and County, Mrs. Helen B. Ferguson and Augustus N. Bozeman, of the State of New York and County of Queens, parties of the first part, and the Gulf Refining Company, a corporation organized and existing under the laws of the State of Texas, party of the second part:

W I T N E S S E T H :

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

Commencing at a point located at the Southwestern corner of the intersection of Green Avenue with McLeod Avenue in the Town of Greenville, South Carolina, and running thence in a Westerly direction along the Southern boundary to McLeod Avenue a distance of 49 feet to a point; running thence in a Southerly direction and parallel with Green Avenue a distance of 100 feet to a point; running thence in an Easterly direction and parallel with McLeod Avenue a distance of 49 feet to a point located on the Western boundary of Green Avenue; running thence in a Northerly direction along the Western boundary of Green Avenue a distance of 100 feet to the point of beginning.

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

-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.

-3-

Lessors propose to erect or are erecting on the premises herein described, improvements to be used as a gasoline filling station, consisting of modern super type fireproof service station of brick and stucco construction, size 22 x 45 feet, with canopy and complete with office space, two rest rooms, enclosed washing and greasing facilities, with concrete driveways and picket fence, to be erected in accordance with plans furnished by the Lessors, at an approximate cost of Twenty-Five Hundred Dollars (\$2500.00), and acceptable to the Lessee. The erection of said building and improvements is to be started immediately upon the execution of this Lease Agreement and completed within ninety (90) days thereafter, and upon the completion of said building and improvements, the Lessors shall immediately deliver the possession and use thereof to the Lessee.

-4-

The term of said lease shall be for a term of five (5) years, next ensuing from the date of the completion of the service station building, and the delivery of same to the Lessee herein ready for operation. The effective date of this lease shall be determined by written notice from the Lessors to the Lessee that the premises are ready for operation, and acknowledgment of said notice by the Lessee, advising that said premises have been accepted and opened for operation. During the term of this lease, the Lessee agrees to pay a rental of Forty Dollars (\$40.00) per month, payable at the end of each month, and further agrees to pay an additional sum as rental of One Cent (1¢) per gallon on all sales of That Good Gulf Gasoline, Gulf No-Nox Ethyl, Traffic Gasoline and/or other Gulf motor fuels sold through said premises, in excess of four thousand (4,000) gallons per month. At the end of each month, the Lessee will compile the sales of That Good Gulf Gasoline, Gulf No-Nox Ethyl, Traffic Gasoline and/or other Gulf motor fuels sold through said premises for the preceding month, paying in addition to the rental of \$40.00, any sum due on said products sold in excess of four thousand (4,000) gallons per month.

-5-

It is agreed that Lessors shall not terminate this lease for or on account of the failure of Lessee or its sublessees or assigns, to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving to Lessee a written notice of their intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty days period, the Lessee shall pay said rental installment or comply with the term of condition of the lease stated in said notice, then the right of the lessors to cancel or terminate the lease for the cause mentioned in the notice shall cease and be of no effect.

-6-

It is further agreed that if by ordinance, law or regulation of the United States or the State of South Carolina, or any political subdivision of either of said governments, it shall become unlawful to sell and/or store or deal in gasoline, petroleum and/or its products on said premises, or if the use of the premises herein devised shall be in any