



STATE OF SOUTH CAROLINA JUN 29 10 11 AM 1967 LEASE
COUNTY OF GREENVILLE

OLLIE PARSONS WORTH
R.M.O.

This Lease, executed in duplicate this 26th day of June, 1967, by and between Sherwood, Inc., a South Carolina Corporation (herein called "Lessor"), and J. W. Rawlings, doing business under the trade name of Rawlings Oil Company (herein called "Lessee"),

WITNESSETH:

That in consideration of the rent reserved and the mutual covenants herein contained, the Lessor does hereby demise and lease unto the Lessee, for use as a tire and oil distributorship, including the selling and servicing of said products and products relating thereto; and upon the terms and conditions herein set forth, for a period of twelve (12) years, beginning ~~ninety (90) days after the commencement of construction of improvements on the property~~ or whenever the construction of said improvements has been complete, or when Lessee occupies the premises, whichever occurs first, and ending twelve (12) years thereafter, the following described real estate (herein sometimes called the "premises"):

SHERWOOD INC
BY: *[Signature]*
BY: *[Signature]*
gwr

"All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the northwestern side of By-Pass South Carolina Highway 291 and having, according to a plat entitled "Commercial Area, Sherwood, Inc." dated April 1961, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northwestern side of By-Pass South Carolina Highway 291 at the southern front corner of property being leased to Bonanza Steak House, which point lies 350 feet south of the northwestern side of By-Pass South Carolina Highway 291 at its intersection with the southern side of LeGrand Boulevard, and running thence along the line of property leased to Bonanza Steak House, N. 63-56 W. 394.2 feet to an iron pin on the southeastern side of McAlister Road; thence with McAlister Road, approximately S. 26-47 W. 85 feet, more or less, to a point at the corner of property now being leased by Tanner's; thence along Tanner's line, approximately S. 63-56 E. 397 feet, more or less, to a point on the northwestern side of By-Pass South Carolina Highway 291; thence with South Carolina Highway 291, approximately N. 26-04 E. 85 feet, to the beginning corner."

The parties hereto, for themselves and their representatives, heirs and assigns, do covenant and agree as follows:

SHERWOOD INC
BY: *[Signature]*
BY: *[Signature]*
gwr

1. Rent Reserved. Lessor hereby reserves and Lessee agrees to pay to Lessor, upon the commencement of the twelve-year term above described, a total ground rental of \$ 16,014.24, to be paid in the following manner: one hundred forty-four (144) equal monthly installments of \$ 111.21 each, in advance, on the first day of each and every month during the twelve-year period of this lease. It is agreed that monthly rental shall begin ~~ninety (90) days after construction of improvements on the premises has been commenced~~ or whenever said improvements have been completed, or when Lessee occupies the premises, whichever occurs first, and should this occur on any day other than the first day of the month, then and in that event, the rental for that month shall be prorated between the parties.

2. Preparation and Improvement of Premises. Lessee covenants and agrees that as soon as Lessor delivers possession of the premises to the Lessee, free of structures of other impediments, Lessee will proceed with diligence to erect upon the premises, at his own cost and expense, a one-story masonry building, together with driveways and appropriate landscaping, in accordance with plans and specifications which are attached hereto as "Exhibit A". ~~It is understood that should the Lessee, for reasons beyond his control such as Act of God or war, be unable to complete construction of the improvements within ninety (90) days after the commencement of construction, that there shall be a fifty (50%) per cent reduction of monthly~~

SHERWOOD INC
BY: *[Signature]*
BY: *[Signature]*
gwr