

Atlantic Service Station Lease Agreement.

This Lease Agreement made and entered into this 12th day of May 1931, by and between H. D. Wilson, operating as Bencombe Robak Carth Mco. of the County of Greenville, State of S. C. hereinafter called Lessor, and The Atlantic Refining Company, a corporation organized under the laws of the State of Pennsylvania, hereinafter called Lessee. Witnesses:

1. Lessor hereby grants, leases and demises unto the said Lessee a certain plot of ground located in the City or Town of Greenville, County of Greenville, State of South Carolina described as follows: Filling Station located on Highway no. 25 Greenville, Asheville, known as number 2181, Bencombe Road, together with all building or portions of buildings located thereon, or to be erected thereon, with driveway and street front privileges; and also any and all pumps, tanks, fittings and other equipment incident to the use of said property as a service station for the sale of petroleum and petroleum products installed thereon.

2. This lease to become effective on the 15th day of May 1931 and is to remain in full force and effect for a period of one year, and thereafter from year to year, unless terminated by either party giving to the other party ninety (90) days notice in writing, prior to the expiration of any current yearly term.

3. As consideration and rental for the premises, said Lessee shall yield and pay to the Lessor monthly an amount equivalent to one cent (1¢) per gallon on the total number of gallons of Atlantic Gasoline and Atlantic Ethyl Gasoline sold upon said premises by the Lessee, or its sub-tenant or tenants. Payment of said rental to be made on or before the fifteenth day of each month and shall be based upon statements furnished from the records of the Lessee as to such sales of Gasoline during the preceding calendar month. Provided nevertheless, that the minimum rental hereunder shall be one dollar (\$1.00) per month.

4. The Lessee is hereby given the option of purchasing said premises, building and equipment thereon or incident thereto, at any time prior to the expiration of this lease, or any renewal thereof, for the sum of no option, provided said Lessee shall give Lessor notice in writing of its election to exercise said option of purchase at least thirty (30) days before the expiration of said lease or any renewal thereof and the wife of said Lessor joins in this option and agrees that in the event of the purchase of said property by Lessee she will join Lessor in the execution of a proper deed of conveyance, and said Lessor and his wife jointly agree that they will convey said property to the Lessee by marketable record title and discharged of all liens and encumbrances by good and sufficient Warranty Deed, with release of dower, homestead, or other rights of the wife, and to that end will furnish abstract showing marketable title to said land in the Lessor, free and discharged of liens and encumbrances.

5. The Lessor agrees to pay taxes and assessments, municipal, state and county, assessed against said premises incident to the operation of said premises. Lessee, at his own cost and expense, also agrees to keep and maintain the leased premises in good, safe, and proper condition during the term of this lease or any renewal thereof.

6. The Lessee agrees to pay any and all license fees, occupational taxes and/or privilege taxes imposed upon the sale of petroleum products on the demised premises, and building and equipment thereon.

7. The Lessee shall have the right at any time during the term of this lease, or any renewal thereof, to erect and install upon said leased premises any additional fixtures and improvements which it may deem necessary for the conduct of its business; Provided nevertheless, that the Lessee may at any time within fifteen (15) days after the expiration of the then current term of this lease or any renewal thereof, remove from said premises all equipment such as pumps, tanks, connections, air compressors, signals or

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