

ATLANTIC SERVICE STATION LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 20th day of September, 1932, by and between J. L. Pless and R. F. L. S. Taylor, Sr.

of the County of Greenville, State of South Carolina, hereinafter called Lessor, and THE ATLANTIC REFINING COMPANY, a corporation organized under the laws of the State of Pennsylvania, hereinafter called Lessee:

WITNESSETH:

1. Lessor hereby grants, leases, and conveys unto the said Lessee a certain plot of ground located in the City of Town of Greenville, S.C. State Highway #29, County of Greenville, State of South Carolina, described as follows:

Beginning at SE corner of Black property and running parallel with S.C. State Highway #29 a distance of 40 feet with depth of 50 feet from center of concrete Highway #29

together with all buildings or portions of buildings located thereon, or to be erected thereon, with driveways 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 is to become effective on the 1st day of October, 1932, and is to remain in full force and effect for a period of 10 years; 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. An amount of ten cents per gallon of Atlantic White Flash and/or motor fuel sold upon said premises by the Lessee, or its sub-tenant or tenants. Payment of said rental is to be made on or before the 15th day of each month, and shall be based upon statements furnished from the records of the Lessee as to each sale of Atlantic White Flash and/or motor fuel during the preceding calendar month. Provided, nevertheless, that the minimum rental hereunder shall be one dollar (\$1.00) per month.

4. If at any time during the term hereof Lessee shall be indebted to Lessor on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessee, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

5. 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 \$10,000.00, 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...

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

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

8. 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, signs, or other improvements placed by it on said premises, and that said improvements shall not in any case be considered as fixtures.

9. If Lessor is not the owner of the demised premises, he agrees to secure from the owner a consent in writing to the making of this lease, and further agrees that should he default in the payment of any rent due to the owner, the Lessee, may, at its option, pay said rent to said Lessor's landlord, and the amount or amounts so paid shall be credited upon and deducted from the said herein reserved to the same extent as if paid to the Lessor in cash.

10. The Lessee shall have the right to sub-lease or sub-lease said property, together with the improvements and equipment now thereon or to be placed thereon.

11. Should the Lessee fail to pay the rent as hereinabove provided for a period of thirty (30) days after written notice and demand therefor, the Lessor shall have the right, at his option, to declare this lease canceled.

12. Should the said premises, equipment, etc. be destroyed or so damaged by fire or other casualty as to become unusable or untenable, this lease shall, at the option of either party hereto, cease and be determined as of the date of such destruction or damage.

13. The Lessee hereby certifies that he is the owner of the said premises or property, building, equipment, etc., above mentioned, or that he has a valid and subsisting lease of said property, with authority to make the lease herein contemplated; if Lessee of said property, a copy of the lease with the owner is hereto attached which is certified to be correct and in effect. Lessor further expressly covenants and warrants that he has not sold, assigned, leased or otherwise encumbered the property in any other person or oil company for any part of the term contemplated in this agreement, and that he will deliver full and complete possession of said property as of the effective date of this instrument.