Atlantic Service Station Lease Agreement.

This Lease Agreement, made and entered into this ninth day of February 1932, by and between W. E. Brock, 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 demises unto the said Lessee a certain plot of ground located in on Buncombe Road, County of Greenville, State of South Carolina, described as follows: Garage and Service Station Located on Buncombe Road known as S. S. State Highway Number 25. being a Brick Building with frontage on state Highway of Thirty Five feet depth of 40 feet the above described being known as a part of the Frank Cumningham Property. together with all buildings or portions of buildings located thereon, or to be erected thereon, with driveway and street front privileges; and also any and all pumps, tanks, fiftings, and other equipment incident to the use of said property as a service station for the sale of/petroleum and
- 2. This lease to become effective on the ninth day of February 1932, and is to remain in full forece and effect for a period of 3 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. 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 sole apon said premises by the Lessee, or its subtenant or tenants. Payment of said rental is 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 Purchase, 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, andwife of said Lessor joins in this option and agrees that in the event of the purchase of said property by Lessee sha will join Lessor in the execution of a proper deed of conveyance, and said said lessor and his wife jointly agree that they will convey said property to the Lessee by marketable record title free and discharged of all lions 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. Lessor, 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.

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