Page 2.

- 4. The Lessee is hereby given the option of purchasing said premises, building and equipment there on, or incident therewo, 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, and wife of the 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 market able record title free 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 discharge 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.

6. 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,

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 seid 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.

8. 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 be 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 of amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the Lessor in cash.

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

10. 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 cancelled.

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

12. The Lessor hereby covenants 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 to 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.

Executed in duplicate, the day and year first above written.

Witness:

H. W. Stinespring.

E. D. Mason.

Frank B. Foster, Jr. Elizabeth Scholl.

State of South Carolina,

County of Greenville.

(SEAL) C. M. Owens, Lessor.



The Atlantic Refining Company, By; R. D. Leonard, Vice President. Attest: B. G. McKain, Assistant secretary.

personally appeared before me II. W. Stinespring, who, being duly sworn, says that he waw the within named C. M. Owens, andhis wife, sign, seal, and as their several acts and deeds, deliver the foregoing instrument for the purposes therein mamed and that he with E. D. Mason, witnessed the execution thereof.

I do hereby certify unto all whom it may concern that ,.....wife of the within named C. M. Owens, did this day appear before me and, upon being privately and separately examined by me, did declars that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named The Atlantic Refining Company, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within need and released.