

TITLE TO REAL ESTATE

This Agreement entered into this 18th day of November, 1935, between G. F. Finlay, Jr. M. Finlay and Edward Finlay, hereinafter called the Lessors, parties of the first part, and The Atlantic Refining Company, hereinafter called the Lessee, party of the second part.

Witnesseth:

That the said Lessors do hereby lease unto the said Lessee, and said Lessee does hereby hire and take as tenant under said Lessors, the following described premises in the City of Greenville, Greenville County, South Carolina, to wit:

A lot 65 x 80 feet, situated on the southwest corner of North and Spring Streets in Greenville, more fully described as follows:

Beginning at the southwest corner of North and Spring Streets in said City, thence running westwardly along the south line of North Street 65 feet to a point in the south line of said North Street; thence southwardly and parallel to the west line of Spring Street 80 feet to a point; thence eastwardly and parallel with the south line of North Street to a point in the east line of Spring Street; thence northwardly along the west line of Spring Street 80 feet to the point of beginning.

for the space of ten (10) years, beginning on the 1st day of February, 1936, and ending on the first day of February, 1946.

To Have and To Hold the same with the appurtenances unto the said Lessee, its successors and assigns, for and during the term of ten (10) years from the 1st day of February, 1936, and ending on the 1st day of February, 1946, the Lessee shall yield and pay as rent therefor during said term the minimum sum of Four Hundred and Twenty Dollars (\$420.00) per annum, in equal monthly installments of Thirty-Five Dollars (\$35.00) each, the first payment to be made on the 1st day of February, 1936, and like and equal sum on the same day of each and every month thereafter until this agreement is terminated. Should the gasoline and/or motor fuel business on the above premises, based on a statement from the record of the Lessee as to the sale of Atlantic White Flash Plus (gasoline) and/or Motor Fuels during any monthly period exceed thirty-five hundred (3500) gallons, the Lessee shall pay an additional sum as rent equal to One Cent (1¢) per gallon for gallonage exceeding said amount, which additional sum shall be paid to the Lessor at the end of such said monthly period of this lease.

It is expressly agreed and understood by said parties that said property is to be used as Gasoline, Tire and Automobile Accessory Service Station and not otherwise.

In addition to the above consideration the party of the second part shall erect and pay for a building to be constructed on said