

Lease

This Indenture of Lease entered into on the 20<sup>th</sup> day of January, A.D. 1936, by and between Lila S. Donald, Catherine B. Grace, Mary Hall Sullivan, Harthen J. Sullivan and Lydia J. Sullivan of the City of Greenville, County of Greenville, State of South Carolina, hereinafter called the Lessor, and The Atlantic Refining Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called the Lessee.

Witnesseth  
 That the said Lessee do hereby demise and lease unto the said Lessor, all that certain lot or piece of ground, and the buildings and the improvements erected thereon situate, lying and being in the County of Greenville, State of South Carolina, and more particularly described as follows: Beginning at the intersection of the Greenville-Augusta Road (known as South Carolina Highway 207) and Hattie Drive and running along with the said Greenville-Augusta Road, South a distance of one hundred (100) feet, thence East one hundred (100) feet, thence North one hundred (100) feet to corner of Coburn Mill Road and Hattie Drive, thence West along Hattie Drive to beginning corner. All of said land being a part of the Sullivan properties.

To Have and To Hold the same with the appurtenances unto the said Lessee, its successors and assigns, from and during the term of ten (10) years from the 20<sup>th</sup> of January, A.D. 1936, the Lessee yielding and paying therefor during the said term the annual sum of \$1,000.00 (\$1,000) in equal monthly installments of One Dollar (\$1.00), the first payment to be made on the fifteenth (15<sup>th</sup>) day of May, A.D. 1936, and like an equal sum on the same day of each and every month thereafter until this agreement is terminated. The Lessee further agrees to pay to said Lessor an additional amount equivalent to per cent (10%) per gallon on the total number of gallons of gasoline sold to the said Lessee and for motor fuels sold upon said premises by the said Lessee, or its agent, throughout the term of one hundred (100) gallons per month, the payment of one cent (1%) per gallon will be made over by the fifteenth (15<sup>th</sup>) day of each month and shall be based upon statements furnished from the records of the Lessee as to such sales of Motor Fuel. To look Blue and for motor fuels during the preceding calendar month.

The Lessee agrees to pay upon demand, and all increase in taxes assessed upon the premises, or in improvements thereon by and at the expense of said Lessee, provided, however, Lessee shall be liable only for such increase, if any, as may be based upon the assessment of any such structure or improvements, and any such increase in taxes not paid by the Lessee hereunder may be paid by the Lessor and the amount so paid recovered or distributed for as rent. Provided, Nevertheless, that if the Lessee shall fail to pay the current taxes assessed upon the premises of which the herein before described premises are a part, and for any municipal claims which are due and owing by Lessee as and when such taxes and municipal claims become due and payable (or in event that the said Lessee shall fail to promptly pay the interest on any installment of principal