

ATLANTIC SERVICE STATION LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this seventeenth day of June 1932.

By and between The Claussen Bakery, 400 Augusta St., Greenville,

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 or Town of Greenville

County of Greenville State of South Carolina, described as follows:

fronting twenty-five (25) feet on the Greenville-Columbia branch of the Southern Railway main line, with depth of fifty (50) feet from center of railroad track. This plot of land being a part of the property occupied by the Claussen Bakery Plant.

Cancelled
Greenville
June 17, 1932
ALL RIGHTS RESERVED
THE CLAUSSEN BAKERY
400 Augusta St. Greenville, S.C.

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, fittings, and other equipment, hereinafter called the premises, for the use of said premises as a service station for the sale of petroleum and petroleum products, installed thereon.

2. This lease is to become effective on the seventeenth day of June 1932, and is to remain in full force

and effect for a period of 99 years and thereafter from year to year, unless terminated by either party giving to the other party ninety (90) days notice in writing, upon the expiration of any annual rental term.

3. As consideration and in full for the premises, said Lessee shall yield and pay to the Lessor monthly an amount equivalent to one cent (1c) per gallon on the total number of gallons of Atlantic White Flash and on motor fuel sold upon said premises by the Lessee, or its subcontractors or tenants. Payment of said rental is to be made on or before the fifteenth day of each month, and shall be based upon the records of the Lessee as to such sales of Atlantic White Flash and/or motor fuels during the preceding calendar month. However, notwithstanding the fact that the minimum rental hereunder shall be one dollar (\$1.00) per month.

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

5. The Lessee shall have the option of purchasing said premises, building and equipment thereon, or incident thereto, at any time prior to the expiration of this lease

on any renewal thereof, in the option 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 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 marketable record title free and discharged of all liens and encumbrances, by good and sufficient Warranty Deed, with release of all taxes, taxes and all 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 all liens and encumbrances.

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, 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.

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 on 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 and 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 his option, pay said rent to said Lessor's landlord, and the amount or amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to a Lessor in truth.

10. The Lessee shall have the right to sub-let 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 hereinbefore 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.

12. Should the said premises, equipment, etc., be destroyed or so damaged by fire or other casualty as to become unsuitable 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 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 outstanding lease of said property, with authority to make the lease herein contemplated; if Lessor of said property, a copy of the lease with the owner is hereto attached which is 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 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.

STATE OF SOUTH CAROLINA
County of Greenville

Personally appeared before me W. H. Hester Notary Public for said County of Greenville, South Carolina, who being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above and signed by the parties thereto, and that the same was read to and by the parties thereto, and that they acknowledged the execution thereof to me as Notary Public for said County of Greenville, South Carolina, on this 14th day of June 1932 at Greenville, South Carolina.

SATISFIED AND CANCELLED
DATE June 14, 1932
BY Allice Gammelle
NOTARY PUBLIC
NO. 14531

The debt hereby secured is paid in full and the lien of the mortgage is satisfied this 14th day of June 1932
By James
Witness