

ATLANTIC SERVICE STATION LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____ 19____ by and between _____

of the County of _____ State of _____ 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 the City or Town of _____ County of _____ State of South Carolina, described as follows:

together with all buildings or portions of buildings located thereon, or to be erected thereon, with dri and other equipment incident to the use of said property as a service station for the sale of petroleum

2. This lease is to become effective on the _____ day of _____ and effect for a period of _____ years; and thereafter from year to year's 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 in of gallons of Atlantic White Flash and/or motor fuels sold upon said premises by the Lessee, or its sub-tenant day of each month, and shall be based upon statements furnished from the records of the Lessor ceiling calendar month. Provided, nevertheless, that the minimum rental hereunder shall be one dollar

4. If at any time during the term hereof Lessor shall be indebted to Lessee on any account wha unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental pay

5. The Lessee is hereby given the option of purchasing said premises, building and equipment f or any renewal thereof, for the sum of _____

to exercise said option of purchase at least thirty (30) days before the expiration of said lease or any ren wife of said Lessor joins in this option and agrees that in the event of the purchase of said property by and said Lessor and his wife jointly agree that they will convey said property to the Lessee by marketabl sufficient Warranty Deed, with release of dower, homestead or other rights of the wife, and to that end v and discharged of liens and encumbrances.

6. The Lessor agrees to pay taxes and assessments, municipal, state, and county, assessed agains own cost and expense, also agrees to keep and maintain the leased premises in good, safe and proper con

7. The Lessee agrees to pay any and all license fees, occupation taxes and/or privilege taxes imp ing and equipment thereon.

8. The Lessee shall have the right at any time during the term of this lease, or any renewal ther improvements which it may deem necessary for the conduct of its business; Provided, nevertheless, that the then current term of this lease or any renewal thereof, remove from said premises all equipment, such as placed by it on said premises, and that said improvements shall not 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 consa he default in the payment of any rent due to the owner, the Lessee, may, at its option, pay said rent to s upon and deducted from the rent herein reserved to the same extent as if paid to the Lessor in cash.

10. The Lessee shall have the right to sub-rent or sub-lease said property, together with the impro _____ thereon or to be placed thereon.

11. 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.

12. Should the said premises, equipment, etc., be destroyed or so damaged by fire or other casualty as to become unusable 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.

15. 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.

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