

-JAN 27 4 05 PM 1950

L. L. FARRINGTON
S. C.STATE OF SOUTH CAROLINA)
THE COUNTY OF GREENVILLE)

SS.

THIS INDENTURE, made and entered into this 27th Day of January, A. D. 1950, by and between SPARTAN PETROLEUM COMPANY, A Corporation having its principal offices at and near Spartanburg, South Carolina, of the first part (hereinafter referred to as The Company); and C. L. LOCKHART, of R. F. D. Number 1, Landrum, South Carolina, of the second part (hereinafter called The Owner) WITNESSETH:

FIRST. TERM OF LEASE. That the Company has this day rented and leased from The Owner the premises hereinafter mentioned and described, for a period of five years, commencing at 12:00 Noon on August 1, 1950, and ending at noon on August 1, 1955, and upon the terms and conditions and for the consideration hereinafter agreed upon.

SECOND. USE OF SERVICE STATION. During the said 5-year period The Company shall use the said premises hereinafter described and so leased, as a Service Station for the retail sale of its petroleum products, including Atlantic Hi-Arc Gasoline and Atlantic White Flash Gasoline, and such other petroleum products and ~~automobile accessories~~ as The Company may deal in. The Owner shall operate the station and be responsible for its conduct. He agrees to buy all of his gasolines and ~~automotive accessories~~ from The Company. In the purchase of such ~~supplies~~ The Owner, C.L. Lockhart, agrees to pay to The Company one cent per gallon over and above the current tank wagon price at time of delivery, for Atlantic Hi-Arc Gasoline, and for Atlantic White Flash Gasoline, and to pay the current tank wagon price for all other petroleum products and ~~automotive supplies~~, payments to be made for gasolines in cash. On or before the tenth day of the following month The Company shall mail to The Owner its check for the aggregate amount of two cents per gallon according to the Company's books for The Owner's entire purchases during the previous month of Atlantic Hi Arc Gasoline and Atlantic White Flash Gasoline.

THIRD. IMPROVEMENTS TO STATION. The Company will re-surface The Owner's Driveway, at no expense to him, and also agrees that it will re-paint the building once every two years, at its own expense.

FOURTH. OPERATION EXPENSE. FIRE OR EXPLOSION. It is further agreed and definitely understood by and between the parties that The Owner is to pay for all licenses, property taxes, and taxes of any other nature or kind, and that it is also to pay for any and all electric current and water supply. The Company shall not be liable for any of these items, nor for any expense in the operation of the station, nor for any damage resulting from fire or explosion or for any damages which the Owner may become responsible for by reason of his operation of the station.