

SERVICE STATION LEASE.

GREENVILLE, SOUTH CAROLINA.

THIS INDENTURE OF LEASE Made and entered into this 27th day of September A. D. 1928, by and between G. H. Bales, of Anderson, South Carolina, party of the first part (hereinafter referred to as Lessor) and SINCLAIR REFINING COMPANY, a Maine corporation authorized to transact business in the State of South Carolina as a foreign corporation, having its principal business office at 46 Nassau Street, New York City, New York, and a district office at 173 Walton Street, N. W., Atlanta, Georgia, party of the second part (hereinafter referred to as Lessee):

WITNESSETH:

(1) Lessor, for and in consideration of the rents hereinafter reserved, and of the covenants and agreements herein contained, on the part of Lessee to be kept, observed and performed, has demised and leased, and by these presents does hereby demise and lease unto Lessee, its successors and assigns, the following described premises, to-wit:

Beginning at the northern corner of a fence now located on a part of this lot, said corner being about 53 feet north of the southern corner of said lot on S. Main St., and extending thence north a distance of about 28 feet more or less and being only such part of lot above described as is now occupied by the Sinclair Refining Company or its agents or tenant, it being understood that it does not include any part of lot now being used as a storage place for cars by Julius W. Davis. The frontage of the whole lot being about 79 feet and the distance from southern corner of said lot commencing at a brick wall in what is known as the Simmon's Building and the distance to corner of said fence being about 53 feet.

It is understood that the Sinclair Refining Company is leasing all of the balance of the frontage of said lot extending north to the Conyer's lot on which Filling Station is now located belonging to said G. H. Bales north of the northern corner of said fence and running back westwardly a distance of about 100 feet.

together with the oil and gasoline filling and service station building, dwelling, improvements and equipment located thereon.

(2) TO HAVE AND TO HOLD the Above demised And leased premises, and rights privileges and appurtenances thereunto belonging, unto Lessee, its successors and assigns, for and during a term commencing on the 25th day of May, 1928 and terminating on the 1st day of May 1932 (unless previously terminated as hereinafter provided).

(3) Lessee shall yield and pay as rental for said premises the sum of Twenty-five and no/100 (\$25.00) Dollars per month, payable not later than the fifteenth day of the rental month. All rentals hereunder shall be paid in lawful money of the United States of America, and unless otherwise directed by Lessor, may be paid by check or draft, payable to the order of G. H. Bales, and mailed to him at 107-109 Court Square, Anderson, South Carolina, or to such other party and or address as Lessor may hereafter designate.

(4) Lessor agrees to pay all general and special taxes and special assessments levied and assessed, or to be levied and assessed, on said premises but not on any properties belonging to Sinclair Refining Co.

(5) Lessor Covenants and agrees to and with Lessee, its successors and assigns, that the rents and charges being paid in the manner and at the times herein provided, and the obligations on the part of Lessee being all and singular kept, fulfilled and performed, Lessee, its successors and assigns, shall lawfully and peaceably have, hold and occupy the premises hereby leased during the term herein specified; and Lessor warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the said premises hereby leased.

(6) Lessee shall have the right and privilege of erecting, placing, maintaining, and operating on said premises pumps, tanks, containers, piping, appliances, and equipment of whatever kind, that it may require or desire to use in the conduct of its said business; and also such signs and advertising devices on said premises and adjacent thoroughfares as may be permitted by municipal authority. Lessee shall have the right to make proper connections with any and all water, - gas-, and sewer- lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease, paying its own proper water and gas charges.

(7) On the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises any and all pumps, tank sign boards, equipment, appliances and other property placed by it thereon.

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(8) It is further understood and agreed by and between the parties hereto that in the event Lessor shall receive from third parties at any time during the term of this lease a bona fide offer to purchase said premises and decides to sell for the amount named in said offer, he shall promptly give to Lessee written notice of the terms of said offer, the party of parties making the offer and his intention to sell for the price offered. Lessee shall have the first option and privilege of purchasing said premises and shall notify Lessor within fifteen (15) days from the date it receives such notice whether it will purchase said premises for the amount specified in said offer. In the event Lessee elects so to purchase, Lessor covenants and agrees to furnish Lessee, at Lessor's expense, with a valid merchantable abstract of title, certified down to date, showing fee simple title in and to said premises vested in Lessor, and on the payment of the purchase price Lessor shall convey by good and lawful warranty deed to Lessee, or its nominee, fee simple title in and to said premises, free and clear of all liens and encumbrances of whatsoever nature. In the event Lessee shall not elect, within the said fifteen-day period, to purchase for the amount specified in said offer, Lessor may thereafter sell the property to such bona fide purchaser and the purchaser shall then have the option of cancelling this lease upon ninety (90) days' written notice.

(9) It is further understood and agreed by and between the parties hereto that in the event Lessor, during the term of this lease, elects to build upon the adjacent premises and the use of the demised premises for building purposes is required, Lessor may, upon ninety (90) days' written notice to Lessee, cancel said lease and same shall be terminated and of no further force and effect after the expiration of said notice. or should Lessor have opportunity to trade said property to his advantage he reserves right to do so giving Lessee ninety days notice which would cancel lease.

(10) This agreement and all the covenants, obligations and conditions thereof shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of Lessor and the successors and assigns of Lessee.

IN WITNESS WHEREOF, Lessor has hereunto set his hand and affixed his seal, and Lessee has caused these presents to be executed in its behalf by its Vice President, the same to be duly authorized, and its corporate seal to be affixed, duly attested by its Assistant Secretary, the day and the year first above written. But interlinations before signing.

Signed and sealed in the presence of: G. H. Bales (seal) Lessor.

P. E. Stephens

Francis E. Todd

SINCLAIR REFINING COMPANY

Signed and sealed in the presence of: BY J. W. Carnes Vice President

J. M. Flynn

ATTEST:

W. J. McGrunness

J. R. Murray Assistant Secretary



STATE OF SOUTH CAROLINA: COUNTY OF ANDERSON: SS.

Personally appeared before me P. E. Stephens and made oath that he saw the within named G. H. Bales sign, seal and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that he, with Francis E. Todd in the presence of each other, witnessed the due execution thereof.

P. E. Stephens

Sworn to before me this 21 day of September, A. D. 1928

My commission expires:

at the pleasure of the Governor of S. C.

Francis E. Todd Notary Public for S. C.



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