

AGREEMENT OF LEASE Main Street, Greenville, South Carolina

THIS INDENTURE OF LEASE, Made and entered into in duplicate this 15th day of March A. D. 1929, by and between PETROLEUM OIL COMPANY, corporation organized and existing under the laws of the State of South Carolina, party of the first part (hereinafter designated as "Lessor", whether one or more and when referred to by pronoun the masculine gender will be used) and SINCLAIR REFINING COMPANY, a Marine Corporation, authorized to transact business in the State of South Carolina, having its principal business office at 45 Nassau Street, New York City, New York, and a district business office at 173 Walton Street, Northwest, Atlanta, Georgia, party of the second part (hereinafter designated 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 situate in Greenville, Greenville County, South Carolina, to wit:

All that certain piece, parcel or lot of land situate, lying and being on the west side of South Mains Street, City of Greenville, County of Greenville, State of South Carolina, and having according to survey made by J. E. Sirrene & CO., Jan. 1st. 1925, the following metes and bounds, to wit; beginning at the straight out on the north side of Main St., bridge, being the southwest corner of Lot #10 as shown on plat of Markley property by J. E. Sirrene & Co. dated March 26th, 1914, running south 35-18 W. 89'77/100" to a drill hole, thence north 54-42 W. 100' to a stake; thence north 35-25 E. 72' to an iron pin, thence south 53-30 E. 100' to the point of beginning. Subject however, to the right-of-way of the Charleston & Western Carolina Railway Co., through said lot and also subject to such easements for pipe lines as the City of Greenville now has through said property. The above described property is a portion of the lands conveyed by Markley Realty Co., by deed dated April 1st, 1924, which deed is recorded in the R. M. C. Office for Greenville County in Deeds Vol. #18 page #357;

together with existing driveways and approaches now used for passageway purposes as means of ingress to and egress from said premises and the gasoline and oil filling and service station building, structures, improvements and appliances located thereon.

(2) TO HAVE AND TO HOLD the Above demised and leased real estate and improvements (hereinafter referred to collectively as "premises"), and all rights, privileges and appurtenances thereunto belonging to Lessee, its successors and assigns, for and during the full term of five (5) years (unless previously terminated as hereinafter provided), to commence on the 15th day of March 1929 and terminate on the 14th day of March, 1934.

(3) Lessee shall yield and pay as rental for said premises for and during said term the sum of One Hundred and Fifty and 00/100 (\$150.00) Dollars per month, payable in advance not later than the 15th day of each and every month; all rents herein may be paid by check or draft, payable to the order of Petroleum Oil Company and mailed to Lessor at Anderson, South Carolina, or to such other address as Lessor may from time to time hereafter direct.

(4) 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 prescribed, and the covenants, conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee, its successors and assigns, shall lawfully and peaceably have, possess, use and occupy the premises hereby leased during the term herein granted without any hindrance, disturbance or molestation from Lessor; and Lessor warrants and defends unto Lessee against the lawful claims of all persons whomsoever the said premises hereby leased.

(5) Lessor agrees to pay all taxes and assessments of every character levied and or / assessed against the premises and/or the improvements located thereon. Lessee agrees to pay all such taxes on the equipment and property belonging to it placed by it on said premises.

(6) Lessor agrees, at his own expense, to make such major repairs to the buildings, structures and improvements herein demised as may be necessary for their safety and preservation; and to keep same in a tenantable condition suitable for the business purposes of Lessee. Lessee agrees, at its expense, to make all minor repairs to the premises, such as repairs to windows, doors, wiring, plumbing, and further agrees to keep the premises properly painted during the term of this lease; it being understood, however, that Lessor shall upon the beginning of the term of this lease first paint said premises in colors satisfactory to Lessee.

(7) In the event Lessee shall be in default in the payment of rental or otherwise, and shall remain in default for a period of thirty (30) days after notice from Lessor by registered mail to

(OVER)