

## AGREEMENT OF LEASE

MCBEE AVENUE AND LAURENS STREET, GREENVILLE, SOUTH CAROLINA.  
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THIS INSTRUMENT OF LEASE, Made and entered into, in duplicate, this 4th day of January, A. D. 1933, by and between

James Francis Gallivan  
308 Hampton Street,  
Greenville, South Carolina.

party of the first part, (hereinafter designated as "lessor", and the term "lessor", and all terms used herein with reference thereto, shall be deemed to embrace such number and gender as the character of the party or parties may require), and Sinclair Refining Company, a Maine 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 573 West Peachtree Street, Northeast, 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, State of South Carolina, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, State and County aforesaid, at the N. W. corner of McBee Avenue and Laurens Street, the portion herein referred to is eighty-six feet, more or less, on Laurens Street and running back to a building occupied by Millers Restaurant; said lot fronts fifty feet on McBee Avenue and runs back on the western side eighty-six feet. Also described as starting at the corner of (N.W. corner) McBee Avenue and Laurens Street intersection and running west along McBee Avenue fifty feet, thence north eighty-six feet, thence east fifty feet, thence south eighty-six feet along Laurens Street to point of beginning at the aforesaid intersection:

together with any and all rights, privileges and appurtenances thereto belonging, together with any and all driveways and approaches now used or to be hereafter used for passageway purposes as means of ingress and egress to and from the above described premises.

2. TO HAVE AND TO HOLD the above demised and lease real estate, (hereinafter referred to as "premises"), and all rights, privileges and appurtenances thereunto belonging to lessee, its successors and assigns, for and during the full term of Ten (10) years, to commence on the 16th day of January, 1933, and terminate on the 16th day of January, 1943

3. Lessee shall yield and pay as rental for said premises for and during said term as follows:

The sum of Two Hundred and Twenty-Five and 00/100 (\$225.00) 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 J. F. Gallivan, and mailed to Lessor at 308 Hampton Street, Greenville, South Carolina, or to such other address as Lessor may from time to time hereafter direct. It is understood and agreed that no rentals shall accrue hereunder until Lessor delivers possession of said premises to Lessee and Lessee accepts possession thereof. If at any time during the term of this lease Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any rental subsequently accruing hereunder upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder. 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 it of such default, Lessor shall have the privilege of terminating this lease and declaring same at an end and shall have all of the remedies now or hereafter provided by law for recovery of rent and repossession of the demised premises.

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 in addition thereto warrants