

A G R E E M E N T

THIS AGREEMENT, Made by and between Norris Bros. Inc., a corporation, of Greenville, South Carolina, parties of the first part, hereinafter referred to as "Lessor," SINCCLAIR REFINING COMPANY, a Maine corporation duly authorized to transact business in the State of South Carolina, party of the second part, hereinafter referred to as "Lessee," and C. T. Echols, of Greenville, South Carolina, party of the third part, hereinafter referred to as "Echols";

Whereas, Lessor herein and Echols have heretofore made and entered into a certain lease agreement relating to the premises hereinafter described, which said lease is now in full force and effect; and

Whereas, it is the desire of the parties hereto that said lease be cancelled and terminated and that a new lease relating to said premises be made and entered into by and between Norris Bros. Inc., as Lessor, and Sinclair Refining Company, as Lessee, for the considerations and upon the terms and conditions hereinafter set

Now, Therefore, witness the following lease and agreement by and between all of the parties hereto.

For and in consideration of the sum of One and 00/100 (\$1.00) Dollar, and other good and valuable considerations each to the other in hand paid, the receipt whereof is hereby acknowledged, it is expressly understood and agreed by and between first and third parties that the lease dated the 1st day of September, 1930, made and entered into by and between them, relating to the following described premises:

Taking as point of beginning the Southwest corner of the intersection of East McBee Avenue and Falls Street, in the City of Greenville, County of Greenville, State of South Carolina, and running in a Southernly direction along the West boundary of Falls Street a distance of one hundred and forty (140) feet, thence at right angles, and in a Westernly direction a distance of thirty-three (33) feet to a brick wall, thence at right angles, and in a Northernly direction a distance of one hundred and forty (140) feet, to the South boundary of East McBee Avenue, thence along this boundary and in an Easternly direction a distance of thirty-three (33) feet to the point of beginning.

is hereby and as of the date hereof terminated and cancelled and held for naught; and it is further agreed that the possession of said premises is concurrently with such termination and cancellation surrendered up and unto said first party by said third party.

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 above described premises, together with the gasoline and oil filling and service station building and improvements located on said demised premises, and any and all rights, privileges and appurtenances thereto belonging, together with any and all driveways and approaches now used or to be used hereafter for passageway purposes as means of ingress and egress to and from the above described premises.

To Have and To Hold the above demised and leased premises 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 Seven yrs. nine mo. (7 9/12) years, unless sooner terminated hereinafter provided, to commence on the 1st day of December, A. D. 1932, and to terminate on the 1st day of September, A. D. 1930,

Lessee shall yield and pay as rental for said premises for and during said term as follows: The sum of One Hundred and Eighty and 00/100 (\$180.00) Dollars per month for each and every month during the period from the 1st day of December, 1932, through August 31, 1934, the sum of two hundred and 00/100 (\$200.00) Dollars per month for each and every month during the period from September 1, 1934, through August 31, 1936; the sum of Two Hundred and Twenty and 00/100 (\$220.00) Dollars, per month for each and every month during the period from September 1, 1936, through August 31, 1938; and the sum of Two Hundred and Forty and 00/100 (\$240.00) Dollars per month for each and every month during the period from September 1, 1938 through August 31, 1940;

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 Norris Bros. Inc., and mailed to Lessor at 412 Birnie 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.