

Agreement of Lease

Location—E. Washington and N. Brown Sts., Greenville, S. C.

This Indenture of Lease, made and entered into, in duplicate, this 26 day of April, A. D. 1934, by and between First National Bank, W. T. Potter and W. H. Allen, all of Greenville, South Carolina, Executors of the Estate of C. O. Allen, deceased, 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"):

W I T N E S S E T H :

(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:

"A plot of ground 52' x 75' more or less together with all service station improvements located thereon as beginning at the North East corner of the intersection of East Washington and North Brown Streets, and running East along and parallel with East Washington Street 52 feet, thence North 75 feet, thence West 52 feet, thence South along and parallel with North Brown Street a distance of 75 feet to the point of beginning, and bounded as follows: On the South by East Washington, on the East and North by other property of the Allen Estate, and on the West by North Brown Street;"

together with the gasoline and oil filling and service station building, improvements, fixtures, pumps, tanks, air compressors, appliances and pipe-lines as may be located on said demised premises, which are set forth in an inventory designated as "Exhibit A", signed by the parties hereto and attached to and made a part of this lease, and 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 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 sooner terminated as hereinafter provided), to commence on the 16th day of March, A. D., 1934, and to terminate on the 16th day of March, A. D. 1939.

(3) Lessee shall yield and pay as rental for said premises for and during said term as follows: The Sum of One Hundred Seventy-Five and no/100 (\$175.00) Dollars per month during the first two and one-half (2½) years of the term and Two Hundred and no/100 (\$200.00) Dollars per month during the remaining two and one-half (2½) years of the term, payable monthly in advance not later than the 16th day of each and every month, all sums herein may be paid by check or draft, payable to the order of the Estate of C. O. Allen, and mailed to Lessor at Greenville, S. C., care of First National Bank, 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 and covenants to and with Lessee to place Lessee in possession of said demised premises on the 15 day of March, 1934, free from the claims of all parties in possession and third parties claiming rights in and to the use of said premises, and shall reimburse

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