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such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinafter provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "Lessor's Improvements." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water-, gas-, and sewer-lines and pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease.

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Article VI.

Lessor's Improvements:

Lessor covenants and agrees to and with Lessee, as a part of the consideration for the rental herein reserved, to cause forthwith, at Lessor's cost and expense, to be erected and placed on said premises the following:

A suitable building or buildings for use as a gasoline and oil filling and service station, driveways and approaches, plumbing and electrical fixtures, sewer and water connections, and all underground storage tanks, together with necessary piping.

All materials and equipment to be furnished, all work to be done, and all installations to be made, shall be in accordance with plans and specifications to be approved by Lessee, and shall be subject to lessee's supervision. In the event Lessee's representative, charged with such supervision, shall condemn any work or materials, Lessor shall correct same to the satisfaction of Lessee. All work shall be done and installations made in accordance with the municipal ordinances and other governmental rules and regulations dealing with such matters, and shall conform to the building restrictions, if any, applicable to said premises. If Lessor fails to complete said construction and installation work and to deliver said premises to Lessee in the completed condition hereinabove specified on or before the First day of March, 1936, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, lessee shall not be liable to lessor on account of any covenants or obligations herein contained.

When said premises are delivered to and accepted by Lessee ready for occupancy, the parties hereto shall sign a written memorandum, supplemental to this lease, fixing and specifying such date as the date of the commencement of the term for all matters in connection with this lease.

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Article VII.

Maintenance and Upkeep: (See Amendment attached)

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the buildings, improvements, structures, and other property hereby leased. Should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, Lessee may terminate this lease, or may make the required repairs or replacements for the account of Lessor as hereinafter provided in the Article entitled, "Breach or Default."

Lessee agrees to return said premises to lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

Lessor agrees at its expense to repaint the improvements located or to be located on the demised realty at least once every two (2) years during the granted term of the within lease or any extension thereof, in colors suitable to Lessee, excluding however, any advertising material or lessee located on or about the premises.

Lessor agrees to maintain and keep in repair, at its own expense, the underground storage tanks which it places upon the demised premises.

It is agreed between James F. Gallivan and Sinclair Refining Co. that the articles of agreement covering a lease of certain real estate in the Town of Taylors, County of Greenville, State of South Carolina, dated the 15th day of November, 1935, be amended as below set forth and that this agreement shall be attached to said lease as a part thereof.

Amend Article 7 on page 5 of said agreement so that the first sentence thereof shall read as follows:

Lessor covenants and agrees to maintain at his expense, in good repair, the buildings, approaches, driveways, improvements and structures placed upon said leased property by him when such repairs are due to faulty construction or building defects. He shall not be held responsible for repairs of damage to the property caused by the use and occupation thereof by the lessee, its employees, customers or other persons.

Witness: W. C. Cothran
Frances W. Hughes.

J. F. Gallivan.