

Form 2175
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This Indenture of Lease, in triplicate, made and entered into this 13 day of December, A. D. 1935, by and between Clifford Candler Bruce and Lura Allison Bruce, his wife, of Ballentines Packing Company, Greenville, South Carolina.

Party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and Sinclair Refining Company, a Maine Corporation, authorized to transact business as a foreign corporation in the State of South Carolina, having its principal business office in New York, New York, and a District Office at 573 West Peachtree St., Northeast, Atlanta, Georgia, party of the second part, Lessee:

W I T N E S S E T H

Article I.

Premises:

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and conditioned, on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to-wit:

"A certain tract or parcel of land lying and being in the City of Greenville, County of Greenville, State of South Carolina; more fully described as: A plot of ground measuring 100' x 60' more or less described as Lot #8 recorded in Plat Book E, page 187. Being on the Southwest corner in intersection of East Court Street and Falls Street. Beginning at the Southwest corner of the intersection and running Southward a distance of 100' along and parallel with Falls Street to an alley; thence 60.7 feet westward to an alley; thence 100' northward to East Court Street; thence eastward along and parallel with East Court Street a distance of 60' 1" to the point of beginning. Being bounded on East by Falls Street, North by East Court Street, on West and South by alleys.

together with certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article hereinafter set forth entitled "Lessor's Improvements."

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Article II.

Term:

To have and to hold the above rented and leased real estate and property (hereinafter referred to collectively as "premises"), and all rights, privileges and appurtenances thereunto belonging, together with all governmental permits and licenses (if legally transferable), unto lessee for and during the term of Ten (10) years, to commence when said premises are delivered to and accepted by Lessee, ready for occupancy as hereinafter provided.

Article III

Rental:

Lessee shall yield and pay as rental for said premises, station and appurtenances for and during the term of this lease the sum of One Hundred and Fifty and 00/100 (\$150.00) Dollars per month, payable in advance on or before the 20th day of each month and shall pay as additional rental each year during said term a sum equal to One (1¢) cent per gallon on all gasoline in excess of One Hundred Eighty Thousand (180,000) gallons which lessee may deliver to said station during the year for which such rental is computed, which gasoline shall be sold from and through such station and such rental shall be paid at the end of each yearly period not later than thirty (30) days after the expiration of each yearly period of said term; and provided further, however, that in no event shall the total rental payable under this lease during any one year of the term thereof exceed the sum of Two Thousand, Seven Hundred and 00/100 (\$2700.00) Dollars.

Unless and until otherwise directed by Lessor, said rentals may be paid by lessee's check, draft or voucher, payable to the order of the Lessor, C. C. Bruce, and mailed to said designated lessor at Lessor's address above shown, or to such other address as the lessor to whom said rent is to be paid may from time to time hereafter designate in writing.

If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

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Article IV.

Permits:

Lessor shall furnish, at its sole cost and expense, the necessary consents, (hereinafter referred to collectively as "permits") required by any governmental authority for the construction and installation of the desired buildings, structures, and improvements, including driveways and approaches over the sidewalks, parkways and curbing, and for the installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the marketing of automobile tires, accessories, and other