

AGREEMENT FOR EXTENSION OF LEASE

THIS AGREEMENT, Made and entered into, in duplicate, this the 17th day of November, 1945, by and between Mrs. Hattie Cannon Glenn, of #2 Cannon Street, Greer, South Carolina, (hereinafter referred to as "Lessor"), and SINCLAIR REFINING COMPANY, a Maine corporation authorized to transact business in the State of SOUTH CAROLINA, having its principal business office at 630 Fifth Avenue, New York City, New York, (hereinafter referred to as "Lessee");

W I T N E S S E T H:

That, WHEREAS, by instrument dated September 4, 1934, Lessors leased unto Lessee the following described premises situate in the City of Greer, County of Greenville, State of South Carolina, to-wit:

Taking as a point of beginning the northeast Corner of the intersection of Cannon & Hill Streets, thence in a Northerly direction, and along the east side of Cannon Street a distance of Seventy (70) feet, thence at right angles and in an easterly direction a distance of Seventy-five (75) feet, thence at right angles, and in a southerly direction a distance of seventy (70) feet, to the north boundary of Hill Street, thence along the North boundary of Hill Street and in a Westerly direction a distance of seventy-five (75) feet to point of beginning; being part of that Lot recorded in the RMC Office of Greenville County, South Carolina, in Plat Book F, and Page No. 249;

together with certain improvements located thereon more fully described in said lease; and

WHEREAS, the term of said lease as heretofore extended expires on January 24, 1946, and Lessor and Lessee desire to extend the term as hereinafter provided:

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar in hand paid by Lessee to Lessor, and for other good and valuable considerations, receipt whereof is hereby acknowledged, it is mutually agreed by and between Lessor and Lessee that the term of said lease shall be, and by these presents is hereby, extended for the full and additional period of Five (5) years, beginning January 25, 1946, and ending January 24, 1951, at a rental of Seventy Five and No/100 (\$75.00) Dollars per month payable monthly in advance not later than the 20th day of the month during which the same accrues; all rents hereunder to be paid by Lessee's check or draft, made to the order of Mrs. Hattie Cannon Glenn and to be mailed to her at #2 Cannon Street, Greer, South Carolina, and otherwise with all covenants, conditions and obligations to be in accordance with the provisions of said lease, when not in conflict herewith.

Notwithstanding any and all of the foregoing, however, it is understood and agreed that the within agreement to extend said lease shall not be binding upon Lessee, at Lessee's option, unless and until Lessor has furnished Lessee, at Lessor's expense, with an abstract of title or title opinion of a reputable attorney, certified or addressed to SINCLAIR REFINING COMPANY, indicating Lessor to be vested with such title in and to the demised property as that Lessee may safely enter into this agreement, and pay Lessor rentals provided during the extended term herein agreed upon; said abstract or attorney's certificate to be furnished not later than November 15, 1945. In the event Lessor does not furnish Lessee with such evidence of title prior to the time stated, it is understood that Lessee shall have the privilege, at its option, of cancelling this lease and arrangement for extension as herein provided, by notifying Lessor in writing to that effect; or, Lessee may employ an attorney of its own choice to examine the title to the demised premises and may deduct expenses so incurred from rents accruing under said lease; it being herein agreed that such deduction shall constitute rental payment under said lease.

This agreement is entered into notwithstanding an option to extend contained in an agreement dated December 19, 1944 between the parties, of extending the term of said lease for a period of