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GREENVILLE CO. S. C.  
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OLLIE FARNSWORTH  
R.M.C.

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6/13/48

STATE OF SOUTH CAROLINA.  
COUNTY OF GREENVILLE.

WHEREAS, by a lease agreement dated February 25, 1948, Southern Railway Company leased to Ross Builders Supplies, Inc., a corporation organized and existing under and by virtue of the laws of the State of South Carolina, two certain parcels of property in the City and County of Greenville, South Carolina, for a description of which reference is hereby made to said lease agreement, and

WHEREAS, in said lease agreement it is provided that the lessee shall not assign or sublet the demised premises, or any part thereof, except with the consent in writing of the Southern Railway Company, and

WHEREAS, by a memorandum agreement dated February 25, 1948, between Southern Railway Company, Ross Builders Supplies, Inc. and Esso Standard Oil Company, consent for the subleasing to Esso Standard Oil Company of approximately fifty-seven hundred and fifty (5750) square feet of space, which is now used and has been used by Esso Standard Oil Company and formerly Standard Oil Company of New Jersey, and

WHEREAS, The lease from Southern Railway Company to Ross Builders Supplies, Inc. contains certain agreements of indemnity whereby Ross Builders Supplies, Inc. agreed to indemnify the Railway Company against property loss or damage, death or personal injury, as more fully appears in said lease agreement, and

WHEREAS, in the memorandum agreement above mentioned it is provided that Esso Standard Oil Company covenants and agrees to be bound by and observe all of the terms and conditions of the lease insofar as the same may be applicable, or may be made applicable, with the same effect as if said Esso Standard Oil Company had been made a part thereto, and

WHEREAS, some uncertainty has arisen as to what portion of the property leased by the Railway Company to Ross Builders Supplies, Inc. shall be included in the covenants of Esso Standard Oil Company above mentioned, and

WHEREAS, in the opinion of Ross Builders Supplies, Inc. such indemnity agreement and covenant on the part of Esso Standard Oil Company should be and so limited to that portion of the entire property occupied by Esso Standard Oil Company, and