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(12) It is understood and agreed by and between the parties hereto that the term of this lease is not to begin and that rentals herein reserved are not to accrue until Lessor has completed the alterations and repairs to the buildings, structures, driveways and other improvements that it has covenanted so to do on said premises, suitable for occupancy and the conduct of business by Lessee. It and when said station and premises are ready for occupancy, and the conduct of business by Lessee, the term of this lease is to begin and rentals herein reserved are to accrue from that date, and this lease is to remain in full force and effect for a period of five (5) years from such date, unless sooner terminated as provided in this instrument. Lessor further agrees to enter into a writing with Lessee agreeing that such date shall be the controlling date of the beginning of the term for all purposes contemplated by this agreement.

(13) In consideration of the premises Lessor hereby gives and grants to Lessee the option and privilege of extending the term of the within lease for a further period of five (5) years by giving to Lessor not less than thirty days' notice in writing prior to the expiration of the granted term of this lease of its election to extend said term for such additional period at a rental to be agreed upon by Lessor and Lessee. Upon giving the notice aforesaid the term shall be so extended and all of the provisions of the within lease shall continue in force during such extended term except with reference to the amount of rental as hereinabove mentioned.

(14) Notwithstanding any and all of the above, it is understood and agreed by and between the parties hereto that this lease is to become effective and binding upon Lessee only upon Lessor furnishing, at its own expense, to Lessee, for examination, an abstract of title, certified down to the date hereof, or an opinion of title of a reputable attorney addressed to Sinclair Refining Company, showing such title in Lessor as will authorize it to make and enter into this lease and to collect all rents and payments hereunder, free and clear of all liens and demands against Lessee made by any person or persons whomsoever. In the event Lessor shall fail or refuse to furnish such proof of title, and Lessee shall not elect to waive same, this lease, at the option of Lessee, shall become absolutely null and void.

(15) All notices herein provided for shall be in writing and may be given as provided by law, or in the following manner; Notice may be given Lessee by depositing same in the United States Registered mail, postage prepaid, in an envelope addressed to Lessee at 573 West Peachtree Street, Northeast, Atlanta, Georgia. Notice may be given Lessor by depositing same in United States Registered mail, postage prepaid, in an envelope addressed to Lessor at 11 Whitsett Street, Greenville, South Carolina, or delivered to Lessor in person, and if there be more than one Lessor, then personal notice or notice by registered mail to one Lessor shall constitute notice to all lessors.

(16) This agreement and all of the covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of Lessor, and the successors and assigns of Lessee; it being understood that Lessee is hereby authorized to assign this lease or sublet said premises or any part thereof, it being understood, however, that in the event Lessee should sublease said premises it shall not be relieved of any of the obligations herein imposed upon it but shall remain fully bound to Lessor as herein provided, and such equipment and appliances as shall be installed and located upon said premises at the time of subleasing of the same shall, during the term of said sublease, remain the property of the Lessee herein.

In Witness whereof, Lessor has hereunto set its hand and affixed its seal, and Lessee has caused these presents to be executed in its behalf by its Vice President, thereunto duly authorized, and its corporate seal to be affixed, duly attested by its Assistant Secretary, the day and the year first above written.

Signed, and sealed in the presence of:

Jonnie Power Crocker,

E. O. Patterson,

As to Lessor.

Albert F. Nolan,

Richard F. Hogan,

As to Lessee.

K. S. Conrod (SEAL)

Louise B. Conrad, (SEAL)  
Lessor.

Sinclair Refining Company (SEAL)

BY: J. W. Carnes,  
Vice President.

Attest:

J. R. Murray,  
Asst. Secretary.



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