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9. Lessor shall pay all taxes and assessments of every character levied and/or assessed against the naked real estate above described and herein demised, and Lessee shall pay such taxes as shall be levied and/or assessed against the improvements located thereon.

10. 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, 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. In the event Lessee does not elect to waive the same, it is specifically understood that Lessor is to reimburse Lessee for any expense incurred by Lessee in having an Attorney of its own choice examine the records of Greenville County for the purpose of satisfying Lessee's title requirements in this connection.

11. 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 the United States registered mail, postage prepaid, in an envelope addressed to Lessor at 308 Hampton 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 a notice to all lessors.

12. 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 full 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 his hand and affixed his 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 year first above written.

Signed, sealed and delivered in the presence of:

R. M. Giebner,
C. F. McCullough

James Francis Gallivan (SEAL)
Lessor

Signed, sealed and delivered in the presence of:

Richard F. Hogan,
John V. Fitzmoeris.

Sinclair Refining Company (SEAL)
BY: J. W. Carnes, Vice President.
J. W. Carnes,

Attest: J. R. Murray, Assistant Secretary
J. R. Murray, Assistant Secretary.

Lessee.

State of South Carolina,
County of Greenville.

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Personally appeared before me R. M. Giebner, who, being duly sworn, says that he saw the within named James Francis Gallivan, sign, seal, and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he with C. F. McCullough, witnessed the execution thereof.

Sworn to before me this
4th day of January, 1933.

Hannah L. Shepherd (SEAL)

Notary Public for South Carolina.

R. M. Giebner