

Page 2.

succeeding that for which the same may be due; provided, however, that the rental for any monthly period shall not be less than One Hundred and 00/100 (\$100.00) Dollars. All rents herein may be paid by check or draft, payable to the order of C. F. McCullough and mailed to him at 10 E. Prentiss Avenue, Greenville, South Carolina, or to such other address as Lessor may from time to time hereafter direct. If at any time during the term hereof Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

(4) Lessor covenants and agrees to and with Lessee, its successors and assigns, that the rents and charges being paid in the manner and at the times herein prescribed, and the covenants, conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee, its successors and assigns, shall lawfully and peaceably have, possess, use and occupy the premises hereby leased during the term herein granted without any hindrance, disturbance or molestation from Lessor; and Lessor in addition thereto warrants and covenants to and with Lessee to place Lessee in possession of said demised premises on the 1st day of February, 1932, free from the claims of all parties in possession and third parties claiming rights in and to the use of said premises, and shall reimburse and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in the title of Lessor, or by reason of breach of the covenant of quiet enjoyment in and to the use of the demised premises during the term of this lease.

(5) It is mutually covenanted and agreed by and between the parties hereto that if Lessee shall be unable to obtain the necessary permits, permissions, consents and authorizations to operate and maintain an oil and gasoline filling and service station on the demised premises, this lease shall cease and terminate on and as of the date of notice from Lessee to Lessor of its inability to secure such rights and authorities. It is also understood and agreed that if at any time during the term of this lease the use of said premises as an oil and gasoline filling and service station, or the driveways and/or approaches thereon or thereto, is prohibited, limited, or restricted by City, County or State, authorities, or by decree of any court, or for any other cause except on account of Lessee's fault or neglect; or if at any time during the term of this lease any part of the premises herein leased is taken by lawful authority for any public improvement; and the remaining portion of said premises not so taken shall not be sufficient, in Lessee's opinion, for Lessee to conduct its business thereon; Lessee shall have the option of terminating and cancelling this lease on and as of the date the right to maintain said station, driveways or approaches is so denied, or said premises are so taken. In the event of cancellation or termination for any of the causes enumerated in this paragraph, Lessee shall be liable only for the rentals accrued and earned to the date of termination and cancellation of this lease, and Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination and cancellation of this lease. If a portion of the said premises be taken pursuant to lawful authority for public improvements and Lessee shall not elect to cancel this lease, same shall terminate only as to the part so taken, and the rental reserved hereunder shall abate in proportion to the number of square feet taken from said premises for such public improvements.

(6) Lessee shall have the right and privilege of erecting, placing, maintaining and operating on said premises, on, under and above the ground any and all structures, improvements pumps, tanks, containers, piping, appliances and equipment of whatever kind that it may require or desire to use in the conduct of its business of storing, distributing and marketing the products of refined petroleum and other of its commodities by means of a gasoline and oil filling and service station, or otherwise; it being expressly understood that Lessee, its successors, sublessees, licensees and assigns, is not hereby restricted from using said premises for any other lawful purpose; and also such signs and advertising devices upon said premises and adjacent thoroughfares as may be permitted by municipal authority. It is understood and agreed that any and all devices, appliances and equipment, which may at any time be installed or placed on said premises by Lessee, shall at all times remain, be considered and treated as the personal property of Lessee, and in no sense fixtures or a part of the real estate, regardless of the manner in which the same may be installed or placed thereon. Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and pipes on the demised premises and may continue the use and service thereof during the term of this lease. On the termination of this lease Lessee may at its option remove from the demised premises any and all structures, improvements, pumps, tanks, sign, boards, equipment, air compressors, safe (wall chest), oil fountains, appliances and other property placed or owned by it thereon, whether affixed to the premises or located in, on or under the same, or not, and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris.

(7) In the event said station, improvements and equipment shall be totally destroyed by fire, or action of the elements, or, due to such cause shall be rendered unsafe for the transaction of business, Lessor shall have sixty (60) days to rebuild the same and put such station, improvements, and equipment in proper condition for the transaction of business, and upon failure or refusal so to do, Lessee shall have the right to cancel this lease; and in

(OVER)

Page 3.

event of such cancellation, Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination or cancellation. It is understood and agreed that no rentals shall accrue hereunder during such time as the conduct of business by Lessee is suspended for the reasons specified in this paragraph; and in event that said station is reconstructed as hereinbefore provided for the transaction of business by Lessee, Lessor shall refund to Lessee any rental paid in advance for such time as Lessee's conduct of business is suspended.

(8) As part of the consideration for the execution by Lessee of this lease, Lessor covenants and agrees that it will not sell or advertise and will not permit third parties to sell or advertise the petroleum products of any person, firm or corporation other than those marketed by Lessee herein, on or from or in connection with, any premises owned or in any way controlled by Lessor, located within a radius of five hundred (500') feet of any of the boundary lines of the premises herein leased.

(9) Lessee covenants and agrees with Lessor that at the expiration of the term of this lease it will yield up the premises to Lessor without further notice in as good condition as when they were entered upon by Lessee, loss by fire or other elements, inevitable accidents, reasonable wear and tear and depreciation through use excepted.

(10) Lessor shall pay all taxes and assessments of every character levied and/or assessed against the premises and/or the improvements located thereon. Lessor agrees to make at its own expense such repairs to the buildings, improvements and equipment herein leased as may be necessary for their safety and preservation, and to keep the same in a tenantable and usable condition, suitable for the business purposes of Lessee. Lessor agrees to replace any of said property, improvements or equipment which may be destroyed or damaged beyond repair, or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor fails or refuses to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals subsequently accruing and the amount so deducted shall constitute payment of rental to the amount so deducted. Lessee agrees to pay all such taxes on the equipment and property belonging to it placed by it on said premises.

(11) 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.

(12) 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 10 E. Prentiss Avenue, 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.

(13) 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 shall 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:

William O. Varn.  
A. C. Mann.  
As to Lessor.

Albert V. Nolan,  
R. E. Schuster,  
As to Lessee.

C. F. McCullough (SEAL)  
Mary F. McCullough (SEAL)  
Lessor.

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

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

Lessee.

(OVER)