

it of such default, Lessor shall have the privilege of terminating this lease and declaring same at an end and shall have all of the remedies now or hereafter provided by law for recovery of rent and repossession of the demised premises.

(8) It is understood and agreed that if at any time during the term of this lease the use of said premises as a gasoline and oil filling and service station 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 portion of the premises herein demised by taken for the widening of the street or streets upon which said premises front, or for any other public improvement, and the remaining portion of said premises not so taken shall not be sufficient 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 is so denied or said premises are so taken; and, in the event of termination and cancellation for any of the causes enumerated in this paragraph, Lessee shall be liable only for the rentals accrued and earned to the date of surrender by Lessee to Lessor of the possession of said premises.

(9) Lessee shall have the right and privilege of erecting, placing, maintaining and operating on said premises any and all structures, buildings, pumps, tanks, containers, piping, appliances and equipment of whatever kind that it may require or desire in operating, transacting and conducting on said premises 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. 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 in the use and service thereof during the term of this lease, paying its own proper water and gas charges, and, on the termination of this lease by lapse of time or otherwise, Lessee may at its option and at its own expense remove from the demised premises any and all structures, buildings, pumps, tanks, sign boards, equipment, air compressors, safe (wall chest), oil fountains, appliances and other property placed by it thereon, 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.

(10) In the event said station, improvements and equipment shall be totally destroyed by fire or action of the elements, or, due to such causes, shall be rendered unsafe and unfit 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; it being understood that the payment of rentals hereunder shall be abated during such time as the conduct of business by Lessee is suspended for the reasons specified in this paragraph.

(11) 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.

(12) 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 his own expense, to Lessee satisfactory proof of title to said property in the form of a merchantable abstract of title certified down to the date of said lease, or opinion of title of a reputable attorney, such opinion to be addressed to Sinclair Refining Company, and if there are any mortgages or other encumbrances against the property, either to pay off said mortgages or remove said objections to the title within a reasonable time, or else obtain the written consent and permission of the holders of any mortgages to the execution of this lease and an agreement to subordinate any prior liens to the right of Sinclair Refining Company as tenant in possession under the lease to be executed.

(13) In consideration of the premises Lessor hereby gives and grants to Lessee the Lessee the exclusive option and privilege of extending the term of this lease for a further period of five (5) years, if it shall so desire, upon giving to Lessor notice in writing of its desire to so extend the term of this lease for said period of five years not later than sixty (60) days prior to the end of five years from the effective date hereof. Upon the giving of the notice aforesaid the within lease shall be extended for a further term of

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five (5) years and all of the conditions hereof shall be applicable to and remain in force for said period and the execution of a new lease between the parties for such extension of the term of this lease shall not be required and the lease shall be of the same force and effect as if originally made for a full period of ten (10) years.

(14) It is understood and agreed by and between the parties hereto that in consideration of the premises, Lessor hereby gives and grants to Lessee the exclusive option and privilege of purchasing the above described premises and all improvements, buildings, structures, equipment, appliances, furniture, fixtures, unloading racks and unloading facilities and other personal property for the sum of THIRTY TWO THOUSAND AND 00/100 (\$32,000.00) Dollars in cash at any time during the term of this lease or any renewals thereof; and, in the event Lessee shall elect to exercise the option herein granted by the Lessor it shall give to Lessor notice in writing of such election, and Lessor shall, within fifteen (15) days after the receipt of such notice, at his expense, furnish to Lessee an abstract of title to said premises, certified down to the date of the exercise of said option, showing a fee simple title, without liens or encumbrances, in Lessor, and further furnish proof that all improvements, buildings, structures, equipment, appliances, furniture, fixtures, unloading racks and unloading facilities and other personal property are fully paid for and that there are no liens or encumbrances against the same, and Lessor shall execute a bill of sale with proper warranties to include all the personalty located on the demised premises, and upon payment of the agreed price hereinafter designated, in cash, shall deliver to Lessee or to whomsoever it may designate a general warranty deed for said demised premises and all the improvements and appurtenances thereon situated, conveying the title hereinbefore specified to Lessee, and shall further deliver proper bill of sale to include such personalty as situated on the demised premises. Said purchase shall serve to cancel the within lease in all particulars, and any sums which may have been paid to Lessor, as advance rentals on said premises, for a period of the term subsequent to date of delivery of deed, shall be applied on and constitute a part of the purchase price.

(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 173 Walton Street, Northwest, Atlanta, Georgia. Notice may be given Lessor by depositing same in United States Registered mail, postage prepaid, in an envelope addressed to Lessor at Anderson, 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 successors 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 caused these presents to be executed in its behalf by its President, thereunto duly authorized, and its corporate seal to be affixed, duly attested by its Secretary, 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 Duplicate by PETROLEUM OIL COMPANY, in the presence of:

PETROLEUM OIL COMPANY

BY CHAS. A. GAMBRILL President

Flora E. Pruitt

ATTEST

Smith

S. Emma Cochran Secretary

signed and sealed in duplicate by SINCLAIR REFINING COMPANY AT New York City, New York in the presence of:

LESSOR SINCLAIR REFINING COMPANY

BY J. W. CARNES Vice President

J. M. Flynn

ATTEST:

J. R. Murray ASSISTANT SECRETARY

R. E. Souster

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