

Form  
3175  
2M Sets  
12-34

Page 1.

This Indenture of Lease, in duplicate made and entered into this 15th day of November, A. D. 1935, by and between James Francis Gallivan of 308 Hampton Avenue, Greenville, South Carolina.

party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and Sinclair Refining Company, a Maine Corporation, authorized to transact business as a foreign corporation in the State of South Carolina, having its principal business office in New York, New York, and a District Office at 573 West Peachtree St., Atlanta, Georgia, party of the second part, Lessee:

**W I T N E S S E T H :**

**ARTICLE I.**

**Premises:**

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and conditioned, on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to-wit:

All that certain lot of land situate, lying and being in the town of Taylors, Greenville County, South Carolina, fronting on the north side of U. S. National Highway #29; said lot being described as follows; Beginning at an iron pin on the highway 15 feet west of the store occupied by J. J. AcAbee and Sons and running thence in a westerly direction with the highway 125 feet to an iron pin, thence at right angles with said line, in a northerly direction 125 feet to an iron pin, thence in an easterly direction 125 feet to an iron pin, thence in a southerly direction 125 feet to the beginning corner;

together with certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article hereinafter set forth, entitled "Lessor's Improvements."

Page 2.

**Article II**

**Term:**

To have and to hold the above rented and leased real estate and property (hereinafter referred to collectively as "premises"), and all rights, privileges and appurtenances thereunto belonging, together with all governmental permits and licenses (if legally transferable), unto Lessee for and during the term of Ten (10) years, to commence when said premises are delivered to and accepted by lessee, ready for occupancy as hereinafter provided.

**Article III.**

**Rental:**

Lessee shall yield and pay as rental for and during said term the sum of Seventy-Five and 00/100 (\$75.00) Dollars per month, payable monthly in advance, all rent herein payable not later than the 20th day of each and every month.

Unless and until otherwise directed by Lessor, said rentals may be paid by Lessee's check, draft or voucher, payable to the order of the Lessor, J. F. Gallivan, and mailed to said designated Lessor at Lessor's address above shown, or to such other address as the Lessor to whom said rent is to be paid may from time to time hereafter designate in writing.

It at any time during the term hereof Lessor, or if, there be more than one, any Lessor, shall be indebted to Lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

Page 3.

**Article IV.**

**Permits:**

Lessor shall furnish, at its sole cost and expense, the necessary consents, permits, and licenses (hereinafter referred to collectively as "permits") required by any governmental authority for the construction, installation, maintenance, and operation of the desired buildings, structures, and improvements, including driveways and approaches over the side-walks, parkways and curbing, and for the installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the marketing of automobile tires, accessories, and other merchandise; all, or one or more, branches thereof being the business which Lessee proposes to conduct or cause to be conducted on said premises; Lessee reserving, however, the right to conduct or cause to be conducted thereon any lawful business.

In the event Lessor shall be unable to furnish said permits within thirty (30) days from the date hereof, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

**ARTICLE V.**

**Improvements by lessee:**

Lessee shall have the right to erect, install, maintain, and operate on said premises