

LOCATION: U. S. HIGHWAY # 29 & STATE HIGHWAY # 250, RFD, GREENVILLE, S. C.

THIS INDENTURE OF LEASE, in duplicate, made and entered into this 4th. day of January A. D. 1939, by and between WILLIAM ARTHUR BURNS, (Joined by his wife, MAGGIE PEARL BURNS, *W.A.B. M.P.B.* R. F. D. # 4, Greenville, South Carolina, party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular/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 Street, Northeast, Atlanta, Georgia, party of the second part, Lessee:

W I T N E S S E T H

ARTICLE 1.

PREMISES:

That Lessor, for and in consideration of the rents, covenants, and agreements herein-after 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 real estate, to-wit:

A piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, approximately three (3) miles South of the City of Greenville, and more particularly described as follows:

BEGINNING at a stake at the Southeast intersection of U. S. Highway No. 29 and State Highway No. 250; thence along the South right-of-way of State Highway No. 250 South 56 Degrees 44 Minutes East Two Hundred (200) feet to a stake at the corner of property of Lessor; thence along said property South 61 Degrees 10 Minutes West One Hundred Eighty-six and Nine-tenths (186.9) feet to a stake on the East right-of-way of U. S. Highway No. 29; thence along the East side of said highway North 0 Degrees 40 Minutes East One Hundred (100) feet to a stake at point of curve in said right-of-way; thence continuing with said right-of-way North 2 degrees 40 Minutes West One Hundred (100) feet to point of BEGINNING.

ARTICLE II.

T E R M:

TO HAVE AND TO HOLD the above rented and leased real estate, and all rights, privileges and appurtenances thereunto belonging, unto Lessee for and during the term of TEN (10) YEARS, commencing on the 1st. day of March, A. D., 1939, and terminating on the 28th. day of February, A. D., 1949. *W.A.B. M.P.B.*

ARTICLE III.

R E N T A L

Lessee shall yield and pay as rental for said premises for and during the term of this lease the sum of TEN AND 00/100 (\$10.00) DOLLARS per month, payable monthly in advance not later than the twentieth (20th.) day of each and every month.

It is nevertheless understood that Lessee shall not be obligated to pay any rents herein provided until such time as the premises herein demised have been delivered to it and Lessee has accepted possession thereof.

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, W. A. BURNS, RFD # 4, GREENVILLE, S. C., 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.

If 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.

ARTICLE IV.

QUIET POSSESSION:

Lessor covenants and agrees to and with Lessee that, the rents being paid in the manner and at the time herein prescribed, and the covenants and obligations of Lessee being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises hereby leased so long as this lease remains in force without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased and to reimburse and hold harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in Lessor's title. In the event Lessor shall default in the payment of any obligation, the payment of which is secured by said premises, Lessee may pay the same at its option and be subrogated to all of the rights of the original creditor, and Lessor shall be liable forthwith to Lessee for any amount so paid.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.

ARTICLE V.

LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulation and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.