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OLLIE FAIRBANKS LESSOR'S AGREEMENT

R.M.C.

STATE OF South Carolina

COUNTY OF Greenville

15006

LOCATION OF PROPERTY

1001 Stone Ave. Extension
Street address

Greenville, South Carolina
City State

For and in consideration of Georgia Railroad Bank & Trust
Company, Augusta, Georgia, making a loan in the amount of \$160,000.00

to Tri-State Oxygen Company

, the Lessor agrees:

1. As of a date not more than thirty (30) days prior to disbursement of this loan, borrower is not in default under any terms of the lease of the premises occupied by borrower.
2. Agrees with borrower and Georgia Railroad Bank & Trust Company and Small Business Administration, that in the event of any default under such lease, the lessor will not terminate the lease or take any action to enforce any claim with respect thereto without giving to the holder of the Note at least sixty days' prior written notice and the right to cure such default within said period; and so long as the holder of the Note has not entered into possession of the premises leased in said lease for the purpose of operating the said business, it shall not be liable for rent or any other obligation of borrower pursuant to, or in connection with said lease, and borrower shall remain liable for all such rents and obligations.
3. Subordinate to all liens securing the Note until payment in full of the indebtedness evidenced by the Note, every lien of the lessor on, and every right of the lessor to institute proceedings to establish any lien or claim against, any or all of the property hypothecated as collateral for the Note.
4. Certifies that the lessor has full power and authority to execute said instrument, and has title to the leased premises or such property rights therein as to make effective the vesting in borrower of rights with respect thereto in accordance with the terms of said lease and the said instruments. (Continued on next page)