

Agreement of Lease

Location-- Hill & Cannon Sts., Greer, S. C.,
This Indenture of Lease, made and entered into, in duplicate, this 4th day of
Sept. A. D. 1934, by and between

Mrs. Hattie Cannon Glenn and M. O. Glenn, her husband, of #2 Cannon Street,
Greer, South Carolina
party of the first part, (hereinafter designated as "Lessor", and the term "Lessor", and
all terms used herein with reference thereto, shall be deemed to embrace such number and
gender as the character of the party or parties may require), and Sinclair Refining
Company, a Maine corporation, authorized to transact business in the State of South Carolina
having its principal business office at 45 Nassau Street, New York City, New York, and a
district business office at 573 West Peachtree Street, Northeast, Atlanta, Georgia, party
of the second part, (hereinafter designated as "Lessee");

W I T N E S S E T H :

(1) Lessor, for and in consideration of the rents hereinafter reserved, and of the
covenants and agreements herein contained, on the part of Lessee to be kept, observed and
performed, has demised and leased, and by these presents does hereby demise and lease unto
Lessee, its successors and assigns, the following described premises situate in Greer, Green-
ville County, State of South Carolina, to-wit:-

Taking as a point of beginning the northeast corner of the intersection of Cannon &
Hill Streets, thence in a Northerly direction, and along the east side of Cannon Street a
distance of Seventy (70) feet, thence at right angles and in an easterly direction a dis-
tance of Seventy-five (75) feet, thence at right angles, and in a southerly direction a
distance of seventy (70) feet, to the north boundary of Hill Street, thence along the North
boundary of Hill Street and in a Westerly direction a Distance of Seventy-five (75) feet to
point of beginning; being part of that Lot recorded in the R. M. C. Office of Greenville
County, South Carolina, in Plat Book F, and Page No. 249;

together with the gasoline and oil filling and service station building, structures, improve-
ments, appliances, and driveways and approaches now used or to be hereafter used for passage-
way purposes as means of ingress and egress to and from said premises, to be located thereon
as hereinafter provided.

(2) To Have and to hold the above demised and leased real estate and improvements
(hereinafter referred to collectively as "premises"); and all rights, privileges and
appurtenances thereunto belonging, to Lessee, its successors and assigns, for and during the
full term of Ten (10) years (unless sooner terminated as hereinafter provided), to commence
on a date as hereinafter provided.

(3) Lessee shall yield and pay as rental for said premises for and during said term
as follows: The Sum of Eighty-Five and no/100 (\$85.00) Dollars per month,
payable monthly in advance not later than the 15th day of each and every month; all rents
herein may be paid by check or draft, payable to the order of Mrs. Hattie Cannon Glenn, and
mailed to Lessor at 2 Cannon Street, Greer, South Carolina, or to such other address as
Lessor may from time to time hereafter direct. It is understood and agreed that no rentals
shall accrue hereunder until lessor delivers possession of said premises to Lessee and
Lessee accepts possession thereof. If at any time during the term of this lease Lessor shall
be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any
rental subsequently accruing hereunder upon said unpaid indebtedness of Lessor, and Lessor
agrees that the amount so applied shall constitute rental payment hereunder. In the event
Lessee shall be in default in the payment of rental or otherwise, and shall remain in default
for a period of thirty (30) days after notice for Lessor by registered mail to 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.

(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 hind-
rance, 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 ~~March~~ ^{November} 1934, 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.