Sinclair Refining Company

Lease Agreement - Form 3

This Agreement, in duplicate, Made and entered into this 1st day of January A.D. 1933, by and between Mrs. A. E. Freeman of Thomasville N.C. first address Mrs E. Hoots Post party of the first part, Lessor (whether one or more, and hereinafter called by appropriate the singular Number 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 at Wilco Hyde, Texas party of the second part, Lessee;

Witnesseth, 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, its successors and assigns, that certain tract or parcel of land lying and being in the City of Thomasville, County of Thomasville, and State of South Carolina, to-wit:

Beginning at a point 1 foot from back of sidewalk on Dunccombe Ave and 25 feet South Southern side of Clay Street measured at right angles from the Southern line of Dunccombe Ave, and running thence (S), 0° 0' West 70 ft. more or less, to alley; thence along line of alley in a southwesterly direction (W) 27 ft. more or less; thence along line parallel to N. Broad Street and approximately fifteen (15) ft. from said Wall fifty one (51) ft. and three (3) inches to the South line of property owned by Mike Freeman; thence along said property line Easterly feet (25) ft. thence along easterly side of Alley Southerly two (2) feet one (1) inch; thence along eastern side of said alley Southerly one (1) ft. and seven (7) inches to the point of beginning.

Provided, however, that either Lessor or Lessee to terminate this Lease upon thirty (30) days written notice addressed and mailed by either party to the other.

To have and to hold the above rented and leased premises with the buildings, improvements and fixtures, and usual appurtenances, pumps, tanks, etc. Pipe lines, unloading tracks and machinery facilities as may be thereon located, and all rights, privileges and appurtenances thereunto belonging, to gether with any and all permits, Whether village, City, County or State into Lessee, its successors and assigns for a term of One (1) year from the 1st day of January A.D. 1933, the possession of all of which is delivered to and accepted by Lessee on and as the beginning of and for said term. Lessor hereby granted the exclusive option to extend this lease for a period of 5 years subject to provision for cancellation above. Which option shall be exercised by Lessee giving Lessor Written notice of Lessee's decision Within the term hereof. Upon the expiration of the term hereof or any extension thereof, the lease shall continue in full force and effect until terminated by thirty (30) days notice in writing by either party.

For each month during the term hereof, or any renewal or extension thereof, Lessee shall yield and pay to Lessor as rental for said premises, station and appurtenances a sum equal to One and one half cents per gallon on all gasoline Which Lessee shall deliver to said station during the Month for which rental is to be computed. Which gasoline shall be sold from and through the said station; the Monthly period for which the rentals shall be due and payable shall be Calendar Months and such rentals shall be paid at the end of the Month not later than the 20th day of the Month succeeding that for which the same may be due; provided, however, that the rental for any Monthly period shall not be

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