

Sinclair Refining Company,
Lease Agreement--Form G

This Agreement, in duplicate, made and entered into this 31 day of March, A. D. 1933 by and between R. W. Burns, of Greenville, South Carolina, street address RFD #4, 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 at New York, New York, 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 part and only that part of the following described premises, used for and constituting an oil and gasoline service station, and excluding all other parts or portions of said premises, situate in the City of _____ County of Greenville, and State of South Carolina, to-wit:

Taking as a point of beginning an iron pin on the West side of the Augusta Road at the North boundary line of lot owned by P. D. Wade, and running along West side of Augusta Road in a Northerly direction a distance of 100 feet to an iron pin on the South boundary line of lot owned by W. R. Lupo, thence in a Westerly direction along said boundary line a distance of 75 feet to an iron pin, thence in a Sutherly direction a distance of 100 feet to an iron pin. Thence in an Easterly direction along line of P. D. Wade lot a distance of 75 feet to beginning corner.

To Have and to Hold, the above rented and leased premises with the buildings, improvements and fixtures, and such furniture, pumps, tanks, air compressors, appliances, pipe lines unloading racks and unloading facilities as may be thereon located, and all rights, privilege and appurtenances thereunto belonging, together with any and all permits whether village, city county or state, unto Lessee, its successors and assigns, for a term of Two (2) years from the 1st day of April A. D. 1933, the possession of all of which is delivered to and accepted by Lessee on and as of the beginning of and for said term. Lessee is hereby granted the exclusive option to extend this lease for a period of One (1) year, which option shall be exercised by Lessee's giving Lessor written notice of Lessee's election 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 as rental for said premises, station and appurtenances a sum equal to one (1) cent 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 said station; the monthly periods for which the rentals shall be due and payable shall be calendar months and such rental 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 less than Three Dollars (\$3.00) R. W. B. C.F.M.

In lieu of paying said rental in the aggregate and at the time as herein before provided, Lessee may at its option at any time it shall so determine pay said rental in installments concurrently with each delivery of gasoline to said station by deducting on the tank wagon ticket or invoice from the amount of such invoice a sum computed at the rate of rental above specified based on the quantity of gasoline then and there so delivered and the sum so deducted shall be applied and accepted by Lessor as payment of rentals accruing under this lease and shall constitute full payment of rental accruing as based and computed on such deliveries during the period Lessee shall elect to pay said rentals in installments.

If at any time during the term hereof Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, the Lessor agrees that the amount so applied shall constitute rental payment hereunder.

Lessor covenants and agrees to and with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, u- and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, 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 and property hereby granted. Lessor further covenants and agrees that, without Lessee's consent, it will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessor adjacent to the premises covered hereby.