

Sinclair Refining Company, Lease Agreement - Form 6

This agreement, in duplicate, made and entered into this 2nd day of February, A. D. 1935, by and between J. L. Lessee of Greenville, S. C. street address, Buncombe Road party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular shall include plural and vice versa), and Sinclair Refining Company, a Missouri 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, Lessor;

Witnesseth that Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, received and considered 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 including all other parts or portions of said premises, situated in the City of County of Greenville and State of South Carolina to-wit:

Beginning at a point of beginning the northwest corner of the Buncombe Road and Mendocino Spring Road, thence North along Buncombe Road a distance of 10 feet to an iron pin, thence west 20 feet, thence South a distance of 10 feet to the Mendocino Spring Road, thence East along Mendocino Spring Road a distance of 20 feet to beginning corner. Being that portion of ground directly in front of the brick store building known as 1234 Buncombe Road.

So have and so shall the above stated 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, privileges and appurtenances thereto belonging together with any and all permits, whether Village, city, county or state, unto Lessee, its successors and assigns, for a term of one year from the 1st day of February, A. D. 1935, 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 year, which option shall be exercised by Lessee giving Lessor written notice of Lessee's election within the term hereby. Upon the expiration of the term hereby 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 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 (\$3.00)

In lieu of paying said rental in the aggregate and at the time as hereinbefore provided, Lessee may at its option at any time 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