

SINCLAIR REFINING COMPANY.
LEASE AGREEMENT --Form G.

This Agreement, in duplicate, made and entered into this 7th day of April A. D., 1930, by and between Clarence T. Echols, of Greenville, S. C. street address, 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 Greenville, County of Greenville, and State of South Carolina, to-wit:

The South East Corner of McBee Ave and Falls St., Facing 120 ft on Falls St. and facing 60 ft. on McBee Ave., and being all of that Lot and service Station Owned by Norris Bros. and Leased to C. T. Echols for a Period of Ten Years.

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, privileges 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 Five years from the 15th day of April A. D. 1930, 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 Five years, 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 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 Lessee's fiscal months running from the 29th day of each month to and including the 28th day of the next succeeding month, 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, that Lessee may change its fiscal months to correspond to the calendar months and thereafter the months referred to herein shall correspond to and be calendar months; provided, however, that the rental for any monthly period shall not be less than Ten Dollars (\$10.00)

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

During the term of this lease the Lessor covenants and agrees to pay all general and special taxes, including occupation taxes, and any taxes or charges for water, light, power, or heat levied and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of the Lessee, or its nominee, any permit or license necessary or required to operate and maintain said station.

Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased. Should said properties be destroyed, or be so damaged by fire or other casualty as to become untenable, Lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease. Rentals hereunder shall be abated during such time as Lessor shall fail to so maintain and repair such improvements and personal property, and /or said premises shall be untenable.