

88-324861102  
Revised 3-7-33

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 22nd day of January 1931 in the year 1931 by and

between Willia A. Jones  
hereinafter called Lessor, which expression shall include persons, representatives, heirs, successors or assigns, as this case may be, where the context or course of dealing and  
STANDARD OIL COMPANY OF NEW JERSEY, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns  
the address where no repairs or alterations.

WITNESSETH: Lessor does hereby demise and lease unto Lessee all that lot, piece or parcel of land situate in the Town of Greer, RFD #4  
County of Greenville State of South Carolina described as follows: That is to say,

One lot of land in said County and State located on Greenville-Greer Highway, State Highway #29, about three-quarters of a mile from city limits of Greer, S.C., starting at an iron post, running 60 feet in a northeasterly direction adjacent to property of J. C. Vaughn; thence running east 66 feet; thence running in a westerly direction 60 feet to State Highway property; thence running 100 feet in a northwesterly direction parallel with Highway #29 back to starting point.

together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "A".  
*hereto attached.*

TO HOLD the premises hereby demised unto Lessee for the ~~term~~ period of one year  
beginning on the 22nd day of January 1931  
and ending on the 21st day of January 1932

Lessee paying therefor as rental each month an amount equivalent to one cent (1c) for each gallon of gasoline and other motor fuels sold during the month at said premises by the lessee or its agents or assigns. Payments of said rental are to be made on or before the tenth day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time when the Lessor desires so to do.

The above letting is on the following terms, conditions and covenants, to-wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.
2. The said premises may be used as a ~~gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.~~
3. ~~Lessor agrees to pay all taxes, assessments, ~~licenses~~ and all other taxes or charges that may be levied against said premises and Lessee also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessee is not employed by Lessee to operate said premises, then Lessee shall, and charges for light, power, heat and water incurred by Lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, or assessments as they accrue such amounts as may be necessary to fully reimburse Lessee.~~
4. ~~If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter created, in which said premises are located, shall refuse to grant, or having granted, shall rescind and permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall terminate.~~
5. ~~Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint, and buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.~~
6. ~~Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any building, structures, tanks or machinery placed thereon by Lessee.~~
7. ~~In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures or equipment on the premises in the event that they are rendered unfit for occupancy or to reconstruct or replace said buildings, structures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconstruct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further liability.~~
8. ~~Lessee during the term of this lease or any renewal or extension thereof shall have the right and privilege to sublet or assign all or any part of its right under and to said premises but any such subletting or assignment shall not relieve Lessee from its obligation to pay the rent herein reserved unless Lessor shall consent in writing to such subletting or assignment.~~
9. ~~Lessee shall have the privilege and option of renewing this agreement for an additional period of \_\_\_\_\_ years, beginning with the date of the expiration hereof upon the same terms and conditions as hereinbefore set forth and such privilege of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing of least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.~~
10. ~~Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intention so to do. On the date such cancellation becomes effective, ~~excepting only when the cancellation is made in accordance with the provisions of Article 4 hereof~~, Lessee shall pay to Lessor as consideration for said cancellation an amount which shall be determined by multiplying the largest rental theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.~~