DS-52A-AP-1102
Revised 8-7-30

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 1st day of May in the year 1931, by and between Paul E. Hunt & W. L. Cunningham hereinafter called Lessor, ~~which expression shall include personal representatives, heirs, successors or assigns, as the case may be, whenever the context so requires, or admits~~ 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 context whenever requires or admits~~.

WITNESSETH: Lessor does hereby demise and lease unto Lessee all that lot, piece or parcel of land situate in the Town of West Greenville County of Greenville, State of S. C, described as follows: That is to say,

One lot of land running 80 feet east on Pendleton St., thence 59 feet north on Irwin St.

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

TO HOLD the premises hereby demised unto Lessee for the ~~term of~~ period of 2 yrs. 2 months beginning on the 1st day of May, 1931 and ending on the 30th day of June, 1933

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.~~

2. ~~1.~~ Lessor agrees to pay all taxes, assessments, ~~water bills, and all other taxes or charges that may be levied against said premises~~ now or hereafter levied against said premises. and Lessor 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 Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills 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, bills, and charges, when due and payable Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder 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 any 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 cease and determine.~~

3. ~~4.~~ Lessee ~~is hereby given the right to~~ may move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and ~~to~~ may 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~~ may paint said 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.

4. ~~4.~~ 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 removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

5 ~~5.~~ 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 tenantable 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.

6 ~~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.

7 ~~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 hereinabove set forth and such privilege of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.

8 ~~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.