

Lease of Petroleum Vending Privileges.
(Rental Determined by Sales)

This agreement, made this 1st day of January in the year 1931, by and between
Duncan Mills Store,
New Jersey, hereinafter called Lessee, and Standard Oil Company of
hereinafter called Lessor, and Standard Oil Company of

Witnesseth: Lessor does hereby demise and lease unto Lessee the exclusive right to
store and sell gasoline; motor fuels, grease and other petroleum products, all of which are
hereinafter referred to collectively, as Petroleum Products, except Standard Motor Oils Lessee
delivers for Mutual Petroleum Co's account during the year 1931, on the premises in the town of
Greenville, County of Greenville, State of South Carolina, described as follows:

One lot of land situated in the above county and state, extending thirty five (35)
feet east, thence forty five (45) feet south, thence thirty five (35) feet west, and thence
forty five (45) feet north back to beginning point; all on the property of Duncan Mills.

Lessee shall have the exclusive right and privilege of maintaining and using pumps,
tanks, and other facilities for the storage, sale and delivery of petroleum products and the
servicing of automobiles at the places on said premises where pumps, tanks and other facilities
are now located on said premises. Lessee shall also have the exclusive use and occupancy of an
office and storage space 10 feet long and 10 feet wide, located at the front of the building on
the premises herein described. Lessee shall also have the exclusive use and possession of the
machinery, tools, furniture and appliances which are listed in the schedule hereto attached and
marked Schedule A, Lessee, its employees, agents, customers and those having business with it
shall have full, free and unrestricted ingress to, egress from and access to and use of all of
the spaces and facilities hereby leased to Lessee.

To hold the premises hereby demised unto Lessee for the period of 1 year beginning on
the 1st day of January 1931 and ending on the 31st day of December 1931, Lessee paying therefor
as rental each month an amount equivalent to one cent for each gallon of gasoline and other motor
fuels sold during the month at said premises by Lessee, 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 Lessor
to examine and inspect such books and records at any time and from time to time when Lessor desires
so to do.

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

1. Lessor will not store or sell or permit anyone other than Lessee and its employees,
agents or assigns to store or sell any petroleum products of any kind whatsoever at the premises
herein described or in the streets adjacent thereto.
2. Lessee shall pay the specified rent at the times and in the manner provided.
3. Lessor agrees to pay all taxes and assessments now or hereafter levied against said
premises. Should Lessor fail to pay such taxes or assessments when due and payable, Lessee shall
have the right to pay the same and may withhold from any rentals payable hereunder as they accrue,
such amounts as may be necessary to fully reimburse Lessee.
4. Lessee may install, move and remove at and from the premises hereby leased to it
such tanks, pipes, pumps, equipment, machinery and other facilities for the storing, handling
and selling of petroleum products and servicing automobiles as shall in its opinion be necessary
in order to use said premises for its business of storing, handling and selling of petroleum
products. Lessee may paint the tanks, pumps, machinery and other equipment installed or operated
by it, and may paint the buildings on the premises herein described in any colors it shall elect,
and to paint thereon any of its trade marks and other signs, devices and advertisements.
5. Upon the expiration or termination of this lease for any cause, Lessee is to return
the property described in Schedule A, hereto attached to Lessor and Lessee shall restore said
premises to the same condition, existing on the date hereof, ordinary wear and tear excepted.
Lessee shall have the right to remove from said premises all tanks, pumps, pipes, equipment,
machinery and other facilities placed thereon by Lessee.
6. .If 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 premises are put in tenable condition and Lessee is able to and does
occupy said premises for the purposes herein described.
7. 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 use 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 assign-
ment.
- 8 (marked out.)
9. Lessee has and is hereby given the right to cancel this lease at any time on giving
Lessor thirty days' notice of Lessee's intention so to do.
10. Any notice to be given by Lessee to Lessor shall be sufficiently given if in writing
and delivered to Lessor or mailed, postage prepaid, to Lessor at the premises herein described or
at such other address as may at any time be furnished by Lessor to Lessee.

In witness whereof, the parties hereto have executed this agreement the day and year
first above written.

(OVER)

In Extension of Lease See Deed Book 55, page 380