

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this eighth day of September in the year 1930, by and between G. H. Norris hereinafter called Lessor, which expression shall include personal representatives, heirs, successors or assigns, as the case may be, where 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

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

One lot of land situated in the above County and State, beginning at the intersection of Easley Bridge Road and Washington Avenue, extending 240 ft north on the Easley Bridge Road to blacksmith shop, thence 240 ft south to Washington Avenue, thence 150 ft east back to beginning 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".

TO HOLD the premises hereby demised unto Lessee for the period of one year beginning on the Twelfth day of September, 1930 and ending on the Eleventh day of September, 1931.

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.

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, water bills, and all other taxes or charges that may be 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.
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.
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.
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 removed or relocated with the express consent of Lessor.
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.
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 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.
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.