

PROFFICE, LIBRARY & RECORDS DEPARTMENT

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 8th day of October, the year 1930, by and between J. D. Smith, hereinafter called Lessor, and STANDARD OIL COMPANY OF NEW JERSEY, a corporation of the State of Delaware, hereinafter called Lessee, which expressions shall include their representatives, heirs, successors or assigns, as the case may be, where the context so requires or admits, and the context therein requires or admits.

WITNESSETH Lessor does hereby demise and lease unto Lessee that lot, piece or parcel of land situated 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 of Greenville, State of South Carolina, beginning at the property of Mrs. Marie L. D. Smith, extending 7 feet north on Runcocks Road to property of Mrs. Marie L. D. Smith, thence 75 feet east to end of building, thence 75 feet north, thence 75 feet 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 term of 1 year beginning on the 15th day of October, 1930, and ending on the 15th day of October, 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 15th 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. Lessee 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 of 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 such 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 to be 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 in the judgment of Lessee necessarily requires 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 the judgment of Lessee 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 obligations to pay the rental hereunder shall cease and determine.

5. Lessee is authorized 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 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.

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 repair 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 reconstruct tanks, 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.

7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue until they are repaired to the condition of fitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes hereof described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures and 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 premises and to charge the cost of such repairs and reconstruction to Lessor for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure. 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, assign all or any part of its right under and to said premises and 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 lease for an additional period of 5 years, beginning with the date of the expiration hereof upon the same terms and conditions 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 to pay to Lessee 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 the cancellation an amount which shall be determined by multiplying the highest rental theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

Handwritten notes: After the date of October 8, 1930, J.D. Smith, as Lessor, under the date of October 8, 1930, J.D. Smith, as Lessor, entered into an agreement with Standard Oil Company of New Jersey, a corporation of the State of Delaware, as Lessee, to lease to said Lessee, located in Greenville, South Carolina, the said property, which said lease agreement is hereby being cancelled. The said property is located in Greenville County, South Carolina, and is described as follows: One lot of land situated in the above County of Greenville, State of South Carolina, beginning at the property of Mrs. Marie L. D. Smith, extending 7 feet north on Runcocks Road to property of Mrs. Marie L. D. Smith, thence 75 feet east to end of building, thence 75 feet north, thence 75 feet east back to beginning point. 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. Lessee 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 of 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 such 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 to be 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 in the judgment of Lessee necessarily requires 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 the judgment of Lessee 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 obligations to pay the rental hereunder shall cease and determine. 5. Lessee is authorized 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 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. 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 repair 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 reconstruct tanks, 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. 7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue until they are repaired to the condition of fitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes hereof described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures and 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 premises and to charge the cost of such repairs and reconstruction to Lessor for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure. 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, assign all or any part of its right under and to said premises and 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 lease for an additional period of 5 years, beginning with the date of the expiration hereof upon the same terms and conditions 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 to pay to Lessee 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 the cancellation an amount which shall be determined by multiplying the highest rental theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

J. D. Smith, Lessor
Standard Oil Company, Lessee
By: G. R. Goulet, Secretary
Attest: Henry L. Fowler

Witnessed by me H. L. James Jr. who, being duly sworn, depose that the above and foregoing are true and correct as his act and deed. Witness my hand and seal of office this 15th day of October, 1930. H. L. James Jr. Notary Public for S.C.