

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 1st day of January in the year 1931, by and between Judson Mills Store hereinafter called Lessor, which expression shall include personal representatives, heirs, successors or assigns, as 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 where so 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 Greenville County of Greenville State of Greenville, described as follows: That is to say,

One lot of land situated in the above county and State, beginning at a railroad crossing on the property of Judson Mills extending ninety-nine (99) feet East, thence sixty-six (66) feet South, thence ninety-nine (99) feet West, thence sixty-six (66) feet North back to beginning point, all on the property of Judson Mills.

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 yr. 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 (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 of charges for light, power and heat incurred in the use of said premises.
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 placed thereon by Lessee.
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 tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described.
6. 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. Lessee shall have the privilege and option of renewing this agreement for an additional period of 1 yr, 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. 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.

For Extension of this Lease, see Deed Book 112 Page 60, 61