

SS 126- 6-1-36--BP-1104

LEASE

AGREEMENT, made this 5th day of December, in the year 1939, by and between Piedmont Realty Company, Greenville, S. C. hereinafter called Lessor and Standard Oil Company of New Jersey a Delaware corporation hereinafter called Lessee.

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

All that lot of land situated on the northwest corner of East Court and Fall Streets, measuring approximately 46 feet by 137 feet.

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

To Hold the premises hereby demised unto Lessee for the period of Five (5) years, beginning on the Twenty-fourth day of May, 1942, and ending on the Twenty-third day of May, 1947, Lessee paying therefor the following rent: The sum of Eighteen Hundred and no/100 Dollars (\$1,800.00) per annum, payable One Hundred Fifty and no/100 Dollars (\$150.00) per month, payable on the first day of each month in advance.

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. Lessor agrees to pay all taxes and assessments, now or hereafter levied against said premises. Should Lessor fail to pay any 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.
3. Lessee may move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and 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, and may perform any and all acts necessary to the conduct of its business.
4. Upon the expiration or terminate 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 buildings, 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. In case the premises in Lessee's opinion are rendered unfit for operation as a gasoline filling station by reason of fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition and the Lessee is able to and does occupy said premises for the purposes herein described. Should Lessor default in making any necessary repairs or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account of Lessor and Lessor shall pay Lessee upon demand, the expense thereof. Should lessor fail so to reimburse Lessee for the expense of such repairs, Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee.
6. Lessor represents that all necessary permits have been obtained to permit the storage, handling, advertising and sale of gasoline, lubricants and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all permits or licenses required therefore which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses issued to Lessor for the storage, handling, advertising and sale of petroleum products at said premises if such permits or licenses are transferable.
7. The Lessee agrees to maintain in good working order all things connected with the building except the roof and outer walls.
8. (Marked out)
9. Lessor covenants that it is well seized of the demised premises, has good right to lease the same and warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any damages and expenses which Lessee may suffer by reason of any reconstruction encumbrance or defect in the title to the premises.
10. (marked out).
11. 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.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.