

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

This Agreement, made this 1st day of January in the year 1931, by and between  
Genessee Mill hereinafter called Lesser, and Standard Oil Company  
of New Jersey, hereinafter called Lessee.

Witnesseth: Lesser 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 Genessee County of Greenville, State of South Carolina, described as follows:

One lot of land situated in the above County and State, extending twenty five (25)  
feet north, thence twenty five (25) feet east, thence twenty five (25) feet west, and thence  
twenty five (25) feet south back to beginning point; all on the property of Genessee Mill.

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 build-  
ing 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 attach-  
ed 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 accu-  
rately show the number of gallons of gasoline and other motor fuels sold at the demised premises  
and will permit Lessee to examine and inspect such books and records at any time and from time  
to time when Lesser desires so to do.

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

1. Lesser 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. Lesser agrees to pay all taxes and assessments now or hereafter levied against  
said premises. Should Lesser 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 Lesser and Lessee shall restore  
said premises to the 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. 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 unfit-  
ness 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 said  
premises, but any such subletting or assignment shall not relieve Lessee from its obligation to  
pay the rent herein reserved unless Lesser 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  
Lesser thirty days' notice of Lessee's intention so to do.

10. Any notice to be given by Lessee to Lesser shall be sufficiently given if in  
writing and delivered to Lesser or mailed, postage prepaid, to Lesser at the premises herein  
described or at such other address as may at any time be furnished by Lesser to Lessee.

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

(OVER)

In Extension of Lessee See Deed Book 85, Page 379