

Lease

This Indenture made this 1<sup>st</sup> day of March, 1931 by and between J. M. Griffin of Savannah, S.C. P.F.D. # 4, first party, and People Oil Co. Inc., second party,

Witnesseth:

That in consideration of the covenants and agreements of the second party hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Chatham and State of South Carolina, to wit:

One Service gasoline service station located in the Town of Sledgeville, S.C. on lots 3, 4, & 5, same facing East Main St., 175 ft., and running back 80 feet bounded as follows: on the north by the Lawrence property, on the east by J. M. Griffin, south by C. P. Williams, west by East Main St., same being the property of J. M. Griffin and leased to the second party for the term of two years for gasoline, with a guarantee of 25.00 per month for two years with a privilege of an additional three years (if renewed) together with all equipment thereon as detailed hereinafter, and now owned, leased and operated by said first party as a filling station, from the 1<sup>st</sup> day of April, 1931 to the day of 1<sup>st</sup> April, 1933 at a monthly rental of the sum equal to 24.00 for each gallon of Fuel Gasoline and three (3) gallons sold by second party of said gasoline during the preceding month, payable on the tenth day of each month during the term, except that the rental for the first month of the term shall be paid on the tenth day of the following month, based upon the gallonage of the first month, by check, drawn or mailed to first party, his personal representative, or assigns at 100 & 1/2 Street N.E. P.F.D. # 4, Savannah, S.C. unless the first party shall have notified second party in writing to pay said rent at a different address. Second party reserves the right to terminate this lease at any time after the expiration of one year from the date hereof by giving to first party 30 days written notice of its intention to terminate said lease. Second party may credit said rent against any sums owing by first party to it and notice of such offset shall be in writing and shall be filed in the public office of the County of Chatham, S.C. and shall be a condition precedent to the effectiveness of this lease.

In consideration of the foregoing, first party hereby sets and assigns unto second party, first party's license, consents and permits to maintain and operate and possess filling station on the above described premises, such assignment to be effective only during the term of this lease, and all renewals and extensions thereof, and said first party further covenants and agrees as follows:

1. That during the term of said lease he shall pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon.
2. That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second party, whether or not embedded in the soil or appurtenant to the realty, shall remain the sole property of second party and at the expiration of this lease by lapse of time or otherwise, said second party shall have and is hereby given the right, any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed thereon.
3. In the event the party of the first part is not owner of the premises hereby leased and shall hereafter default in the payment of rent to the owner, first party hereby covenants that party of the second part may, at its option, pay such rent, and upon such payment be subrogated to all the rights of first party under such lease. But nothing herein shall be construed as obligating second party to pay such rent or other charges on account of such original lease or other instrument of title.

The witnesses taking the parties hereto have caused the due execution of this agreement this 1<sup>st</sup> day of March 1931.

J. S. Whalley  
W. C. Williamson

J. M. Griffin (Seal)  
People Oil Co.  
J. M. Balfour  
and Secy. & Treas.