

DS-25A-BP-2940
Revised 2-7-39.

LEASE OF PETROLEUM VENDING PRIVILEGES
(Rental Determined by Sales)

THIS AGREEMENT, made this 27th day of April in the year 1932, by and between Carolina Air Transport hereinafter called Lessor, and STANDARD OIL COMPANY OF NEW JERSEY, hereinafter called Lessee.

WITNESSETH: Lessor does hereby demise and lease unto Lessee the exclusive right to store and sell gasoline, motor fuels, motor oil, grease and other petroleum products, all of which are hereinafter referred to collectively as PETROLEUM PRODUCTS, on the premises in the Town of Greenville, County of Greenville, State of South Carolina, described as follows:

All that certain lot of land situate in Butler Town-ship, Greenville County, State of South Carolina, about three miles from Greenville Court House on the northerly side of Wood of Cross Road, containing 2.6 acres more or less and lying adjacent to Greenville City Airport on the westerly side and being more fully described as recorded in Greenville County Title to Real Estate, Volume no. 160, page 212.

Schedule "A"

All buildings and hangars now located on the property described above

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 and aircraft at any place which the lessee may select for the purpose 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 and lessee hangar feet long and feet wide located at the building 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 attached 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 one years beginning on the 22nd day of April, 1932, and ending on the 21st day of April, 1932. 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 accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to examine and inspect such books and records at any time and from time to time when Lessor desires so to do.

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

TO WIT:

1. Lessor 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. Lessor agrees to pay all taxes and assessments now or hereafter levied against said premises. Should Lessor 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 Lessor 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.