

Vol. 101. Lease of Petroleum Vending Privileges.
(Rental Determined by Sales.)

This agreement made this 19th day of September in the year 1930
by and between J. J. McCabe, 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,
kerosene, motor oil, grease and other petroleum products,
all of which are hereinafter referred to collectively as Petro-
leum Products, on the premises in the Town of Piedmont,
County of Greenville, State of South Carolina, described
as follows:

One lot of land situated in the above County and
State between property of Piedmont Manufacturing Com-
pany and Clyde McCabe, fronting approximately 50 feet
on S. C. Highway No 20 and extending back to approximately
100 feet with the same width of 50 feet, this place now known
as Hampton Mercantile Company.

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 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 year beginning on the 1st day of Oct.
1930, and ending on the 30th day of September 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
accurately show the number of gallons of gasoline and other
motor fuels sold at the 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,
namely:

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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 time and in the
manner provided.

3. Lessor agrees to pay all taxes, assessments and all other
taxes or charges that may be levied against said premises.
Should Lessor fail to pay such taxes, bills and charges when
due and payable, Lessee shall have the right to pay the same
and Lessee 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, equip-
ment, 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 prem-
ises for its business of storing, handling and selling of petro-
leum 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.

6. In case the premises are rendered unfit for occupancy
by fire, storm, explosion or any other cause, no rental shall
decrease, or is to be paid from the beginning of such unfitness
for occupancy until the premises are put in tenantable
condition and Lessee is able to and does occupy said prem-
ises 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 Lessor shall consent in writing to
such subletting or assignment.

8. Marked Oct.

9. Lessee has and is hereby given the right to cancel this
lease at any time on giving Lessor thirty days notice of
Lessee's intention so to do.

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