

Lease (Rental Determined by Sales.)

This Agreement, made this 28th day of May in the year 1930, by and between Mr. G. A. Stewart hereinafter called Lessor, which expression shall include personal representatives, heirs, successors of assigns, as the case may be where the context so requires or admits, and Standard Oil Company of New Jersey, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns where the context so requires or admits.

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

"G. A. Stewart Store", situated on the West side of Gowansville-Greer Road on lot measuring approximately 52 feet by 100 feet, being the lot on which is located the Masonic Temple, the lower story of which is used as store by Mr. G. A. Stewart, and more particularly described as follows: Beginning at the point of intersection of the Northern Boundary line of Mr. T. P. Stewart with the Gowansville-Greer Road and running in a Northerly direction along the line of said Gowansville-Greer road for a distance of approximately fifty two (52) feet, thence in a Westerly direction along the line of Mrs. T. H. Reed for a distance of approximately one hundred (100) feet, thence in a Southerly direction for a distance of approximately fifty two (52) feet, thence in an easterly direction along the line of Mr. T. P. Stewart for a distance of approximately one hundred (100) feet to the beginning corner.

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

To hold the premises hereby demised unto Lessee for the term of two (2) Years beginning on the 10th day of June 1930, and ending on the 9th day of June 1932, Lessee paying therefor as rental each month an amount equivalent to one cent (1 cent) for each gallon of gasoline and other motor fuels sold during the month at said premises by the lessee or 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 the Lessor to examine and inspect such books and records at any time and from time to time when the Lessor desires so to do.

The above letting is on the following terms, conditions and covenants, to wit: This lease or any Extension thereof to Void in the event above premises are sold, or if Mr. G. A. Stewart ceases to occupy above premises as Tenant.

1. Lessee shall pay the specified rent at the times and in the manner provided.
2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.
3. Lessor agrees to pay all taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises and Lessor also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills and charges for light, power, heat and water incurred by Lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, bills and charges, when due and payable, Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
4. If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall cease and determine.
5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to 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. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.
6. Upon the expiration or termination 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 building, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to

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