

## A M O C O.

## L E A S E

This Agreement made this 9th day of January, 1935, by and between Mrs. Eva H. Anderson and Miss Eunice J. Andrea, owners, of Travelers Rest, South Carolina, hereinafter called Lessor, and The American Oil Company, a Maryland corporation, hereinafter called Lessee.

Witnesseth: That Lessor does hereby demise and lease unto Lessee, for the purpose of conducting thereon a gasoline filling station, and for other purposes, all that lot of ground situate in Greenville County, S. C., being more particularly described as follows: Lying and being in the Town of Travelers Rest in the central business district, approximately 75 feet south of the intersection of State Highway #276 with U. S. Highway #25, on the east side of U. S. Highway #25, beginning at the southwest corner of the property on which is erected a brick building now being operated as a Dixie Store (also the property of above owners) and extending along the east side of U. S. Highway #25, 49 feet south to a point including the frontage of two lots of owners; thence back between parallel lines a distance of 40 feet - including the right of driveway space approaching the property, insofar as is controlled by the owners. It being the express understanding that the remaining portion of the property to the rear of this filling station is to be used for garage purposes, and the occupant or tenant thereof shall have the right to ingress and egress to said property over the above described property.

Together with the buildings, improvements and equipment thereon, or connected therewith, including the property listed under "Schedule A", hereto annexed, and together with all Lessor's right, title and interest in and to the sidewalks and street spaces abutting the demised premises, and all appurtenances thereunto belonging.

1. To have and to hold the premises hereby demised unto Lessee, its successors and assigns for a term of one year beginning January 10, 1935, and hereafter, from year to year, upon the same terms and conditions, each yearly extension at the option of Lessee, for a total not exceeding five years, ~~in addition to the said original term hereof~~, subject to cancellation by Lessee at the end of the original term hereof, or at the end of any subsequent yearly period, by thirty days' prior written notice from Lessee to Lessor.

S. J. A.

S. H. A.

J. R. B.

2. Lessee agrees to pay to Lessor, as rental, on or about the fifteenth day of each month, an amount equivalent to one cent per gallon on each gallon of Lessee's gasoline and/or motor fuel sold during the preceding calendar month from said premises, by Lessee, its agents or assigns, to the consuming trade. The amount of rent payable may, at the option of Lessee, be determined either by actual inventory, or by using the quantities of gasoline and/or motor fuel actually delivered to the premises by Lessee's tank wagons during the particular month.

3. Lessee may apply said rent to the payment of any sum or sums owing by Lessor to Lessee, and in the event Lessor is not the owner of the premises, to the satisfaction of any claim that may be asserted by the owner against the Lessor, either for rent or otherwise.

4. Lessor agrees to pay all taxes and assessments upon the demised premises, including taxes upon the improvements and equipment thereon, belonging to Lessor.

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5. Lessee is hereby granted the right to make such improvements and additions to the demised premises as in its absolute judgment may be desirable for maintaining and conducting its gasoline filling station thereon, including the erection of buildings, installation of crank case draining pits, tank and dispensing equipment, lighting facilities, the construction of concrete drives, the erection of advertising signs and structures, and sundry filling station equipment and facilities; it being understood and agreed that all such improvements and additions placed or installed upon said premises by Lessee, together with any equipment or additions upon the said premises heretofore acquired by, or installed thereon by Lessee, shall always be and remain the personal property of Lessee, and Lessee shall have the right to remove the same at any time.

6. Lessor agrees to promptly make at his own cost and expense any repairs and/or improvements to the demised property required by public authority; and further agrees to promptly repair any damage or injury to the property not occasioned by any act of Lessee, and should the Lessor fail or refuse to immediately make the required repairs and/or improvements, Lessee shall have the right, at its option, to make such repairs and/or improvements at the expense of Lessor, whereupon Lessee shall have a lien upon said premises for the expenditure so made by it and is hereby authorized to deduct same from any rents or other amounts payable to Lessor; or Lessee may, at its option, terminate this lease forthwith, without any liability for rent or otherwise.

7. If the licenses, permits and franchises, or any of them, for maintaining and conducting a gasoline filling station upon the demised premises shall be revoked by City, State or other duly constituted authority at any time during the term hereof, or any renewal period, or if for any reason Lessee, its successors or assigns, are prevented from conducting a gasoline filling station business upon the demised premises, then this lease, at the option of Lessee, shall cease and determine, and in the event Lessee shall

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