

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 29th day of September in the year 1930, by and between Robert W. Hurd and M. C. Tidwell, hereinafter called Lessor, and STANDARD OIL COMPANY OF NEW JERSEY, a corporation of the State of Delaware, hereinafter called Lessee, assigns

WITNESSETH: Lessor does hereby demise and lease unto Lessee all that lot, piece or parcel of land situate in th: Town of Marietta R. F. D. County of Greenville, State of South Carolina, described as follows: That is to say,

One lot of land situated in the above county and state beginning at the property of A. P. Southerlin extending 84ft. north on Gaer Highway, thence 105 feet west to ditch on the property of A. P. Southerlin, thence 84 ft. south parallel with ditch, thence 105 ft. east back to beginning point.

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 1 year beginning on the 4th day of October 1930, and ending on the 3rd day of October 1931

Lessee paying therefor as rental each month an amount equivalent to one cent (1c) 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.

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

- 1. Lessee shall pay the specified rent at the times and in the manner provided.
2. Lessor agrees to pay all taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises...
3. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises...
4. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor...
5. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue...
6. 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...
7. Lessee shall have the privilege and option of renewing this agreement for an additional period of... years, beginning with the date of the expiration hereof...
8. Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intention so to do.

For Cancellation to this Lease see Deed Book 15 page 370.