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ANDLEGGE DES PED & MAZALL CREEKARITE SERVIN

DS-52-A BP-1102 Revised 8-7-30.

## LEASE (RENTAL DETERMINED BY SALES)

day of manch AGREEMENT made this twenty , in the year 1937, by , Drewille, & Chercinafter called Lessor, and STANDARD OIL COLIPANY and between Oie donor (Realty Company, Drew OF NEW JERSEY, a corporation of the State of Inlaware, hereinafter called Lessee.

WITNESSETH: Lessor does hereby demise and lease unto Lessee, all that lot, piece or partel of land situated in the Town of Arcenillo , State of South Carolinadescribed as follows: That is to say,

5. In case the premises in Lessee's opinion are rendered unfit for operation as a gasoline filling, station by reason of fire, storm, explosion, or any other cause, no rental small accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition and the lessee is able to and does occupy said premises for the purposes herein described. Should Lessor default in making any necessary repairs or restoration, Lessee may at its option either terminate this lease upon written notice or lessee may have the necessary repairs done for the account of less or and less or shall ray lesses upon demand, the expanse there of . Should Lessor fail so to reimburse Lessee for the expense of such repairs, lessee may withhold from any rentals payable here under as they accrue such amounts as may be necessary fully to reimburse Lessee.

6. Lessor represents that all necessary cermits have been obtained to permit the storage handling, advertising and sale of gasoline, lubricants and authombile accessories and for any and all business usually conducted in connection with gas cline service stations, and that any and all permits or licenses required therefore which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses issued to Lessor for the storage, handling, advertising and sale of petroleum products at said premises if such permits or licenses are transferable.

7. The lessee agrees to maintain in good working order all things connected with the building except the roof and outer walls.

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

TO HOLD, the premises hereby demised unto Lessee for the period of Sive (5) The segment on the twenty fourth day of May 1937, and ending on the twenty thank day of May 1942. Lessee paying therefor as contained mouth an amount equivalent for the following of the mouth and produced mouth an amount equivalent for the following of the mouth and produced in the mouth and produced in the mouth and produced in the mouth of t nocks and records at any time and from time to time

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 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 revtals payable hereunder as they accrue, such amounts as may be necessary to fully reimburse Lessee
- 3. Lessee may move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and may construct, build, and place upon said premises such buildings, structures, equipment and machiner; as shall in its opinion be necessary to use and operate said premises. Lessee the point thereon such of its trade marks and other signs, devices and
- 4. 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 remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupy said premises for the purposes herein

- essee during the term of this lease or any renewal of extension thereof shall have the right and privilege to sublet pr assign all or any part of its right under and the 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.
- ee shall have the privilege and option of renewing this Agreement from period to period for year each, the first of such periods to begin on the expiration of the first period herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise
- 3. Lessee has and is hereby given the right to cancel this Lease at any time on giving Lessor the ty (39) days' notice of Lessee's Intention so to do. On the date such cancellative becomes effective, Lestee shall pay to Lessor as consideration for said cancellative an amount which shall be determined by multiplying the largest rental theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease

largest rental therefore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

9. Lessor covenants that it is well seized of the demised premises, has good right to lease the same and warrants and agrees to defend the title thereto and to reimburse and hold reconstruction encumbrance or defect in the title to the premises.