

A M O C O

L E A S E

This Agreement, made this 7th day of December, 1934, by and between O. R. Ware, of RFD #2, Pelzer, S. C., 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, South Carolina, being more particularly described as follows:

In Greenville County, about 17 miles south of the City of Greenville, beginning at points of U. S. Highway #25 and State Highway #247, 200 feet south of their intersection and extending south along each Highway a distance of 150 feet, forming an irregular rectangle, including the property between the paved roads on which is erected a frame store and service station building known as "The Ware Place", and being the property of O. R. Ware.

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 here demised unto Lessee, its successors and assigns for a term of one year beginning December 10, 1934, and thereafter, 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 for Lessee to Lessor.

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.

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 so elect to terminate this lease, all liability upon Lessee hereunder, whether for rent or otherwise, shall cease forthwith upon payment of the rent due to the date of such termination.

8. In the event, for any reason, the premises are rendered unfit for occupancy, no rental shall accrue or is to be paid during such period until the property is restored by Lessor to a condition suitable for the use herein contemplated.

9. Lessee is hereby given the right, at its option, to cancel this lease at any time during the original term hereof, or any renewal or extension thereof, upon thirty days' prior written notice to Lessor, provided, however, that upon any such cancellation of this lease, lessee shall remit to the Lessor as a consideration for such cancellation a sum equivalent to one month's rent based on the average monthly rent previously paid by the Lessee to the Lessor.

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