

T. T. Co., File No. 22810 LEASE
 AGREEMENT dated the 31 day of December 1932, by and between
Lawrence Barnett
Tigerville, S. C. RFB
 and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas. (Lessee)
Tigerville, R. F. D.
 (1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of
 County of Greenville, S. C. to of South Carolina, described as follows:

Beginning at an iron pin at what is known as the Terry Creek Bridge and running North along the west side of Buncombe Road, U. S. Highway #25, 200 feet to a point, thence West 100 feet to a point, thence South 200 feet to a point, thence East 100 feet to the point of beginning.

Bounded on the South by Terry Creek, on the North and West by property of D. W. Patterson and on the East by Buncombe Road, U. S. Highway #25.

(2) Term. TO HAVE AND TO HOLD for the term of Five (Dec. 31st) 31st December 1932 from and after the 19th (1932) but subject to termination by lessor at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessor to lessee. Provided, however, that the Lessee, at its option may terminate this agreement at any time upon ten days' prior written notice in event of the cancellation or termination in any manner of (a) that certain commission as agency agreement between The Texas Co. and Bertha Barnett dated Dec. 31, 1932 or (b) any agreement supplementing thereto or in lieu thereof, or (c) any future agreement between the Lessee, as principal, and another, as agent, for the sale by the latter on behalf of the holder of petroleum products or other commodities of or from the demised premises.

"A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from

(3) Rent. Lessor agrees to pay the following rent for said premises:

said premises each month during the term hereof, payable on the 10 day of each month next following the month for which payment is made.

and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, Lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee.
 (4) Maintenance. Lessor agrees to maintain and improve in good repair during the term of this lease and so long as and when necessary in opinion of Lessor. In the event of his failure to do so, lessee may at its election either terminate the lease on thirty (30) days' notice to Lessor, or make the necessary repairs, at the expense of Lessor, and have the right to apply accounting credits on the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.
 (5) Cancellation of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.
 (6) Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should Lessor for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said business for any reason in Lessee's judgment become unduly burdensome, Lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.
 (7) Damages for Defect in Title. Lessor warrants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto, and to purchase and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in such title.
 (8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. In Lessor's absence, Lessee shall have the right either to make such payment for the account of Lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and by adition thereto shall have the right to pay accounting credits in satisfaction of such obligations; or Lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.
 (9) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF Lessor and Lessee have hereunto subscribed their names the day and year first above written.

Witness: Ralph Brown,
 Witness: D. N. Johnson, Jr.,
 Attest: X Lawrence Barnett, (Lessor)
THE TEXAS COMPANY (Lessee)
 By E. E. Dattner,
 S. C. Stamps \$ _____ and 20 cents.
 U. S. Stamps \$ _____ and _____ cents.
 (Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
 County of Greenville. }
 Personally appeared before me D. N. Johnson, Jr. (witness)
 who being duly sworn says that he saw the within named Lawrence Barnett,
 sign, seal and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned.
 and that he with Ralph Brown, (witness) witnessed the execution thereof.
 Sworn to before me this 31st day of December, 1932.
J. A. Tinsley A. D. 1932 D. N. Johnson, Jr.
 (L. S.)
 Notary Public in and for Greenville County, S. C., or the state at large.
 My commission expires at the pleasure of the Governor.
 Approved as to Terms: C. B. Barrett Description C. B. Barrett Form E. E. Dowdy.

This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Approved: _____ X

Recorded: April 26th 1933 at 8:20 o'clock A. M.