

T. T. Co., File No. 13703 A

LEASE

AGREEMENT dated the 16th day of September, 1932, by and between

D. N. Johnson,

and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas, (Lessee)

(c) - Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Travelers Rest, RFD County of Greenville, State of South Carolina, described as follows:

Beginning at an iron pin ten miles North of the Travelers Rest, S. C. Post-Office on the Buncombe Road, U. S. Highway #25, and running North, along the East side of Road 100 feet to a point, thence East 100 feet to a point, thence South 100 feet to a point, thence West 100 feet to the point of beginning.

Property bound on the North East and South by property of D. N. Johnson and on the West by U. S. Highway #25.

(2) - Term. TO HAVE AND TO HOLD for the term of Three (3) years, commencing on the 21st day of August, 1932, and terminating on the 21st day of August, 1935, unless sooner terminated by either party in writing. The Lessee, at its option may terminate this agreement at any time upon ten days notice written to the Lessor. The Lessor, at its option may terminate this agreement at any time upon ten days notice written to the Lessee. The termination in any manner of (a) that certain commission agency agreement between The Texas Co. and D. N. Johnson, dated Aug. 21, 1932, or (b) any agreement supplementary thereto on in lieu thereof, or such one or more agreements between the Lessor and another, as agent, for the sale by the latter on behalf of the Lessor of petroleum products or other commodities as set forth in the said agency agreement.

(3) - Rental. Lessor agrees to pay the following rent for said premises: "A sum equal to one-cent (1¢) for each gallon of Lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th 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 said premises and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of Lessee. In the event of his failure to do so, Lessee may, at its expense, cause to be repaired the premises and improvements, and the cost of such repairs, at the expense of Lessor, and have the right to apply against rentals for the purpose of reimbursing itself. If during the term the premises are undergoing repairs, the use thereof by Lessee is inferentially interfered with, the rent accruing during such period shall be abated. (5) - Removal 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 Lessee 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 unprofitable, Lessee may terminate this lease upon giving ninety (90) 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 reimburse and hold Lessee harmless from all charges and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in title. (8) - Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and charges from each year or more become a lien on the demised premises and improvements as they become due. If Lessor should fail to do so, Lessee shall have the right either to make such payments for the account of Lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition Lessee shall have the right to file a lien against the premises, or to foreclose on such obligations; or, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to bid 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: D. N. Johnson, Jr. (Lessor)
Witness: R. L. Harris, THE TEXAS COMPANY (Lessee)
Attest: E. E. Dattner, (Notary Public)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me D. N. Johnson, Jr. who being duly sworn says that he saw the within named D. N. Johnson, his and that he be with R. L. Harris and that he be with J. A. Tinsley. Such as before me this 16th day of September, 1932. Notary Public in and for Greenville, County, S. C., in State of large. My commission expires at the pleasure of the Governor.

Approved as for Terms: C. B. Barrett, Description: C. B. Barrett, Form: X. 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: October 28th, 1932, at 8:10 o'clock, A. M.