

Lease.

Agreement dated the 29th day of January, 1927, by and between J. B. Earle, Greenville, S.C. and the Texas Company (Lessee).

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

Triangular in shape, beginning at the Northwest corner of the intersection of Richardson and Buncombe streets, running northwardly along Buncombe street 60 feet, thence Southwestwardly 120 feet to Richardson street, thence Eastwardly along Richardson street 60 feet to Point of beginning; bounded on the Northwest by other Property of J. B. Earle, on the South by Richardson street and on the East by Buncombe street.

(2) Term. To have and to hold for the term of five years from and after the first day of February nineteen hundred twenty seven, (1927) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor.

(3) Rental. Lessee agrees to pay the following rent for said Premises:

at the rate of one hundred dollars (\$100.00) per month, payable on or before the tenth of the month following the month during which the rental accrues.

It is agreed and understood that the rental obligation hereunder shall apply only from the date the station, fully completed and ready for conducting the business contemplated, is delivered to lessee; rentals accruing from effective date of lease agreement until the completed station, premises and improvements, is delivered to lessee. 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. 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 accruing rentals for the purpose of reimbursing itself. If, during the time the Premises are undergoing repairs, the use thereof by lessee is

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