

Agreement dated the 28th day of January 1927, by and between Marion B. Leach, 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:

Known as No. 228 Pendleton Street, beginning at a point on Pendleton Street 100 feet south of Southern Railway track, running thence Southwardly along Pendleton Street 106 feet, thence Westwardly 50 feet, thence Northwardly 100 feet, thence Eastwardly 50 feet to point of beginning; bounded on the North, South and West by property of Marion B. Leach, East by Pendleton 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, shall be abated, 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 materially 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

(Over)