

## Lease

Agreement dated the 2nd day of February 1927, by and between Hilton H. 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, <sup>as follows</sup> beginning at the northeast corner of intersection of Academy Street and McRae Avenue, running northwardly along Academy Street 100 feet, thence eastwardly 60 feet, thence southwardly 100 feet to McRae Avenue, thence westwardly 60 feet along McRae Avenue to point of beginning; bounded on the north by property of Orust Roddard, on the east by messrs. M. R. H. H. and J. R. Rutledge, on the south by McRae Avenue and on the west by Academy Street.

(2) Term. To have and to hold for the term of Five years from and after the First day of April nineteen hundred Twenty-Seven (1927) subject to the City granting permission to erect a filling station on said property.

(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 obligations 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. Lessor will complete station as quickly as possible, but will not be liable in damages if same is not ready by April the first 1927, and agrees that if any installments thereof shall be due and not paid 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, but 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 necessary repairs at the expense of Lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself, and during the time the premises are undergoing repairs, the use thereof by Lessee is materially interfered.