

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

A G R E E M E N T .

The following Agreement is entered into by and between C. M. Bauskett, (hereinafter called the Party of the First Part), and Liberty Investment Company, a Corporation, (hereinafter called the Party of the Second Part);

WITNESSETH:

WHEREAS an Agreement was entered into by and between the parties hereinabove named in connection with the heating of the building occupied by the Liberty Theatre, said Agreement being dated the 10th day of October, 1938, and recorded in the R. M. C. Office for Greenville County, in Deed Book 206, at page 235; which Agreement was terminated by the Party of the Second Part; and,

WHEREAS the parties hereto have decided to enter into a new agreement for a longer period of time;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Party of the First Part, for and in consideration of the payment to him by the Party of the Second Part of the sum of Five (\$5.00) Dollars per week, or fractional part thereof, during the time heat is needed in said building, does agree to furnish said heat and keep the furnace in operation during the hours required for the heating of that portion of the building owned by the Party of the First Part. Except in case of strikes or failure of the heating equipment occasioned through no fault of the Party of the First Part.

The Party of the Second Part, for and in consideration of the promises on the part of the Party of the First Part, does hereby agree to pay the sum of Five (\$5.00) Dollars per week for each week that it is necessary to keep the furnace in operation.

IT IS UNDERSTOOD AND AGREED between the parties hereto that in the event there is an inflation due to war or threat of war during the term of this lease, and because of such inflation the Party of the First Part has to pay more for servicing the furnace than he does at the present time, then the Party of the Second part will pay an amount in addition to the Five (\$5.00) Dollars per week above referred to, in proportion to the increase of servicing costs paid by the Party of the First Part.

IT IS UNDERSTOOD AND AGREED between the Parties that the heat in the building shall remain on so long as necessary to keep the theatre portion of the building warm for the Party of the Second Part, without any expense of any kind to the Party of the Second Part, except for its proportionate part of the coal.

IT IS ALSO UNDERSTOOD AND AGREED that the Party of the First Part and the Party of the Second Part shall share equally the expense of the coal used in the heating of the entire building. The Party of the First Part is to have the right to purchase the coal, provided it is purchased at the cheapest price obtainable, with regard to the quality of the coal so purchased.

IT IS UNDERSTOOD AND AGREED that both parties to this Agreement shall share equally in the actual cost of all necessary repairs hereinafter made to furnace and all equipment thereto, stoker and equipment thereto, and to main steam pipe leads and returns to boiler in basement.

IT IS UNDERSTOOD AND AGREED THAT this Agreement is not retro-active in any way. The Party of the First Part warrants that the furnace and the stoker are in first-class condition.

IT IS FURTHER UNDERSTOOD AND AGREED that for and in consideration of the promises hereinbefore made by the Parties to this Agreement, said Agreement is to remain in full force and effect for a period of five (5) years from the date of this instrument.

IN WITNESS whereof, we have hereunto set our hands and seals this the 7th day of September, 1939, A. D.

Signed, sealed and delivered  
 in the presence of:

John E. Johnston  
 Mary M. Rast.

Signed, sealed and delivered  
 in the presence of:

Evans Spratt  
 R. L. Wynne

State of Tennessee  
 County of Davidson

Personally appears before me R. L. Wynne who being sworn says: That he saw the within named Liberty Investment Company, a Corporation, by Alfred Starr, its Secretary, sign, seal, and deliver the within written Agreement, and that he, with Evans Spratt witnessed the execution thereof.

Sworn to and subscribed before me this the 11th  
 day of September, 1939.

R. T. Doster (SEAL)  
 Notary Public for Tenn.

My commission expires April 12, 1943



C. M. Banster (L. S.)  
 Party of the First Part.

LIBERTY INVESTMENT CO., A CORP.,  
 BY: Alfred Starr Secy.  
 Party of the Second Part.

R. L. Wynne.