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CLERK OF SUPERIOR COURT
GREENVILLE, S. C.



THIS LEASE made and entered into this 16th day of January, 1969, by and between TORIS JACKSON EMBLER and Wife, BETTY S. EMBLER of the City of High Point, County of Guilford State of North Carolina, hereinafter called "Lessor" and TERRY BYRD of Guilford County, N. C., hereinafter called "Lessee":

PREMISES

WITNESSETH THAT Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby demise and lease to Lessee, the following described premises in the City of Greenville, County of Greenville, State of South Carolina, to wit:

See attached Appendix A

TERM:

The term shall be for ten years and shall begin February 1, 1969 and end January 31, 1979. Any incomplete calendar month at the beginning of the lease shall not be counted in the 1969 year term, nor in the annual percentage calculation. Rent for the incomplete month shall be based on the minimum guaranteed rental.

RENTAL:

The total rental for said term shall be One hundred five thousand two hundred dollars or 7% of the annual gross receipts, whichever shall be the greater. The same to be paid to the Lessors in monthly installments of Eight Hundred Sixty Dollars Per month, in advance, and without offset on the 1st day of each and every month of the term hereinbefore set forth. At the end of the first calendar year after the beginning of the term of this lease, and annually thereafter during the term of the lease, if 7% of the gross receipts, as hereinafter defined, shall exceed the sum of 150,000.00, the Lessee shall, within thirty days send to the Lessor, or their agents, a state-

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