

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

L E A S E

This Indenture made and entered into this 1st day of February, 1938 at Greenville, S. C. by and between Freddie C. Charlotte, and Paul G. Cushman (hereinafter referred to as the Lessors) and J. A. McMahan, doing business under the firm name of Super Market (hereinafter referred to as the Lessee),

Witnesseth:

1. The Lessors, in consideration of the rent to be paid as hereinafter specified and of the other covenants and agreements hereinafter set forth to be faithfully kept and performed by said Lessee, do hereby demise, rent and lease to said Lessee the following described premises:

All that certain piece, parcel or lot of land with the brick store building situate thereon, located on the East side of Rutherford Street just outside the City of Greenville, S.C. and being a portion of that lot of land described in a certain deed from Harriett M. Stone, Trustee, to Paul G. Cushman dated September 17, 1936, recorded in Deed Book 181, page 114, R.M.C. office for Greenville County; it being the intention of the Lessors to only lease that portion of said lot which is covered by the brick store building now being erected on said lot, together with the right and privilege of the Lessee to have an entrance to the rear of said store for the purpose of delivering merchandise over and across a certain alley running across other property of the Lessors, and said alley runs Northward from the North side of Randall Street at the rear of the Randall Court Apartments.

2. The term created hereby shall commence on February 1, 1938 and continue for a period of six years, expiring on January 31, 1944, with the right or privilege of said Lessee at any time prior to February 1, 1943 to renew this lease for an additional period of two years from the expiration hereof on the same terms and conditions of this lease, with the exception of the rental price which is to be mutually agreed upon on or before February 1, 1943.

3. The Lessee shall pay to the Lessors as rental for said premises for said period of six years, the sum of Thirty-Nine Hundred Sixty (\$3960.00) Dollars, which sum shall be paid monthly in advance, in monthly installments of \$50.00 per month for the first twenty-four months, \$55.00 per month for the next twenty-four months and \$60.00 per month for the last twenty-four months, and the first payment shall be due February 1, 1938, and the first of each and every month thereafter during the terms of this lease.

4. The Lessee shall occupy said premises as a retail grocery store and meat market and shall make no material alteration in said building or any part thereof, without the written consent of the Lessors, except however, the Lessee may place counters, shelving, refrigerators, refrigerator units in said building and make the necessary electrical and plumbing connections to same at the expense of the Lessee. The Lessee shall not paint any signs on the walls of said building, but may attach a sign across the front of said building but shall not attach any overhanging sign which extends from the walls of said building.

5. The Lessee shall not sub-lease said premises nor any portion thereof without the written consent of the Lessors.

6. The Lessee shall pay all water and light bills of said premises and keep in repair at his own cost all water and sewer pipes, plumbing fixtures and accessories used in connection therewith, and also all light wires, conduits and electric fixtures.

7. The Lessors shall keep the walls and roof of said building in reasonable and proper repair during the term of this lease, however, if any damage is done to said building or any portion thereof as the result of the negligence or carelessness of the Lessee, his agents, or servants, then, the cost of such damage, including the cost of replacing broken glass, shall be borne by the Lessee. The Lessee will take good care of said premises and will deliver same up to the Lessors at the expiration of this lease or any renewal thereof, in good order and condition, loss or damage by ordinary wear and tear or act of God alone excepted.

8. It is distinctly understood between the Lessors and Lessee that the failure of the Lessee to pay any monthly installments of rent on or before the tenth of the month, when same shall become due, shall give the right immediately to the Lessors to declare this lease ended and terminated and the Lessors shall have the right to enter said premises, take possession thereof and the Lessee agrees to quit and surrender said premises without the necessity of the Lessors invoking any legal aid or assistance.

9. Should the Lessee fail in business, be placed in the hands of a receiver or make an assignment for the benefit of creditors or be placed in bankruptcy either voluntarily or involuntarily, then, this lease may be terminated at the option of the Lessors and the Lessors may immediately take possession of said premises.

10. In the event the building on said premises should be destroyed by fire, windstorm or other similar catastrophes beyond the control of the parties hereto, then either party to this lease may declare same ended and terminated, but, however, should said premises be only partially destroyed as the result of said catastrophes, then and in such event, the Lessee, if he so elects, may continue this lease until said premises are repaired and the rent during such