

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

L E A S E.

THIS AGREEMENT made and entered into this 20th day of January, 1945, by and between PARKER SCHOOL DISTRICT, hereinafter called LESSOR, of the First Part, and NECESSITIES, LIMITED, hereinafter called LESSEE, of the Second Part,

W I T N E S S E T H

That for and in consideration of the rents hereinafter provided for and the mutual covenants, promises and agreements hereinafter contained, it is agreed as follows:

1. That the Lessor hereby leases and the Lessee does hereby accept from the Lessor the right to use the following described property;

Those two certain lots of land known and designated as Lots Nos. 39 and 40 of property formerly of J. M. Harris, known as Highland, together with the building thereon, known as Judson No. 2 School, being the same lot and building conveyed to the Lessor by Judson Mills by deed dated March 22, 1943, recorded in Office of R. M. C. for Greenville County in Vol. 262 at page 183.

This lease, however, is subject to the conditions and reservations contained in said deed.

2. TO HAVE AND TO HOLD THE above described premises unto the lessee for and during the term of two (2) years, commencing February 1, 1945, and ending February 1, 1947; the Lessee shall have the option to renew this lease for an additional term of three years at the same rental and upon the same terms by giving ninety (90) days written notice to do so. In the event the Lessor shall sell said property, the first refusal shall be given to the Lessee.

3. As rental for the above described premises the Lessee agrees to pay to the Lessor the sum of One Hundred and no/100 -- (\$100.00) Dollars per month during the entire term of this lease. All rentals to be paid to the Lessor in advance in cash on the first day of each and every month during the term of this lease.

4. Should any instalment of rent be past due and unpaid by the Lessee for a period of thirty days, or should the business conducted on the premises by the lessee be discontinued, or the premises vacated before the expiration of this lease, the lessor may at its option declare this lease terminated, whereupon the full rental price for the whole of the unexpired term shall become immediately due and payable and the lessor may enter and take possession of the premises and be entitled to all legal remedies for the enforcement of the collection of said rent or any part thereof and to obtain possession of the leased premises.

5. Should the lessee, its successors or assigns, be adjudicated bankrupt, whether voluntary or involuntary, or be placed in the hands of a receiver or make a general assignment of its property for the benefit of its creditors, or file a petition pursuant to any State or Federal law for the extension of its debts or for reorganization, or if any portion of the stock of goods or merchandise or equipment be seized under attachment, execution or other process and such attachment, execution or other process be not vacated or the property released therefrom within fifteen (15) days, the lessor shall have the right, at its option, to immediately terminate this lease, whereupon the full rental price for the whole of the unexpired term shall be immediately due and payable and the lessor shall enter the leased premises, take possession thereof and pursue any legal remedy for the enforcement of the collection of the rent or to obtain possession of the leased property.

6. The lessor agrees to put the roof of the building and the building in good repair and condition before occupancy and agrees to maintain the roof in that condition during the term of this lease. The lessee agrees to keep the leased premises, except the roof, and all fixtures and improvements thereon in good order and repair during the term of this lease at its own expense and upon the termination of said lease shall have the right to remove all fixtures and improvements erected or placed upon the premises by it, provided that it does so without injury to the premises and shall place said premises in as good order and condition as they were at the commencement of this lease, reasonable wear and tear excepted. All improvements or alterations in the premises or buildings shall be made by the lessee after first having obtained the written consent of the lessor.

7. If, during the term of this lease, the premises shall be wholly destroyed by fire, then this lease shall immediately cease and determine at the option of the lessor; in the event of a partial destruction, if the premises are repairable within ninety (90) days, then it is agreed that the rents shall be equitable apportioned by the parties until such repairs are completed.

8. The lessee agrees to indemnify and save harmless the lessor from any and all liability for any damage to any occupant of the said premises or to any other person