

Lease made between Surety Life Insurance Company, Greenville, S. C.

hereinafter called Lessor, and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, having its principal office and place of business at 420 Lexington Avenue, New York, N. Y., hereinafter called Lessee.

WITNESSETH, That the Lessor hereby leases and demises to the Lessee premises now known as 628 Buncombe Street, Greenville, S. C. Approximate dimensions 75x110 feet.

wherein the Lessee intends to conduct a general merchandising business;

TO HAVE AND TO HOLD the above described premises or property from the FIRST day of April, 1950, to the LAST day of March, 1958, and for said premises or property the Lessee agrees to pay the Lessor, his heirs or assigns, on or before the FIRST day of each month, the sum of \$ 450.00. No default for less than 30 days shall be a forfeiture of this lease; nor shall a bona-fide dispute as to the Lessor's liability to make repairs be so treated.

Monthly rent payments to be offered to Surety Life Insurance Company, Greenville, S. C.



The Lessor warrants that he is, at the time of the execution of these presents, the sole owner in fee simple of the premises hereby demised, and that he has full right to lease the same for the term aforesaid. It is expressly understood and agreed by the lessor that the above constitutes a warranty by him and he obligates himself to pay the Lessee for any loss it may suffer as a result of his not having the title and right to lease the aforesaid premises.

Lessor warrants the non-existence of any zoning prohibition against the use of the demised premises for conducting a general merchandising business, and that, should such zoning restrictions be passed during the term of this lease, the obligations of the Lessee are at an end.

The Lessor obligates himself to renovate or repair the premises to the Lessee's satisfaction, in such manner as will make the leased premises thoroughly sanitary and in first class tenable condition. He agrees to replace any plate glass windows rendered unfit for use except such as may be due to the negligence of the Lessee, and should the Lessor fail, after thirty (30) days' notice, to make any repair or replacement which he has herein obligated himself to make, the Lessee may do so and deduct the cost thereof from the rental it has obligated itself to pay the Lessor.

Except Lessee is to make all repairs, painting or renovation on interior of building during the term of this lease. The effectiveness of this lease and the liability of the Lessee shall not accrue until the Lessor has completed the construction, repairs and alterations herein required, to the Lessee's satisfaction; and that the Governmental agency granting authority for the work to be done acted on a full and fair disclosure of the facts to it; and the Lessee may terminate the lease thereafter if this covenant be breached.

The Lessor will pay all taxes/assessments in connection with the property hereby leased, and, at his expense, comply with all lawful orders of the Authorities; and install such hot water heaters or other equipment which may be lawfully directed by the Authorities under the Sanitary Code, or otherwise. And he obligates himself not to lease, rent or permit to be occupied a store wherein he is interested in which commodities such as are sold by the Lessee are sold at retail, within 500 feet of the premises herein described, during the term of this lease or any extension thereof; and damages for the violation of this covenant are agreed to be the rent the Lessee would otherwise have to pay during the term of this lease or any extension thereof, but these liquidated damages shall not be exclusive of the Lessee's right of injunctive or other appropriate relief.

IT IS AGREED that if the premises be damaged by fire or other casualty, they shall be promptly restored to proper condition by the Lessor, and during the period of unfitness for occupancy no rent shall be paid. In the event of total destruction of the premises by fire or other casualty, the lease shall terminate, and the Lessor will make pro rata refund of the rent which may have been paid for that period of non-use by reason of said fire or other casualty.

It is optional with the lessee as to whether they shall repaint these premises, if, at the expiration of this term of the lease or any extension thereof, the lessee decides to vacate. The fixtures placed on the premises or in the store shall continue to be the property of the Lessee and may be removed when possession is surrendered.

This also includes shelving. The Lessor agrees to have sufficient electrical circuits in the store and to take care of any change in electric wiring or electrical outlets which may become necessary to conform with the laws of the State, County or Town.

This lease supersedes all previous leases for this property.

This written lease contains all agreements of the parties hereto and becomes binding on Lessee only when duly executed by it.

IN WITNESS WHEREOF the parties do hereunto set their respective hand and seal on this, the 21st day of February, 1950

WITNESSES AS TO LESSOR: WITNESSES AS TO LESSEE: [Signatures of Jean F. Bruce and R. L. Moose]

SURETY LIFE INSURANCE COMPANY By [Signature] [L. S.] LESSOR President

THE GREAT ATLANTIC & PACIFIC TEA COMPANY By [Signature] Authorized Official