STATE OF SOUTH CAROLINA) :

COUNTY OF GREENVILLE)

AGREEMENT

THIS AGREEMENT, made and entered into this Zolla day of February,

1952, by and between Walter W. Goldsmith, hereinafter referred to as Lessor and

John P. Branson and Rountree Joyce, hereinafter referred to as Lessees.

-WITNESSETH:

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

1. That the Lessor does demise and lease unto the Lessees and the Lessees do take and lease from the Lessor, the following described premises with the buildings thereon, towit:

The lot of land fronting 52 1/2 feet on East Earle Street and running to Chick Springs Road (now called Super Highway)0 and fronting 133 feet on same.

- 2. TO HAVE AND TO HOLD the above described premises for and during the term beginning on the 1st day of February, 1952, and ending on the 31st day of December, 1961.
- 3. That the Lessees agree to pay to the Lessor for the use and occupancy of the premises hereinabove described the following rental:

The sum of Two Hundred Fifty (\$250.00) Dollars, permonth in advance. The first payment of rent in the amount of Two Hundred Fifty (\$250.00) Dollars, at and upon the execution of this agreement and the balance in monthly installments beginning on the first day of March, 1952.

4. That the Lessees do hereby covenant and agree that they will use said premises for the conducting thereon of a restaurant and drive-in and that they will not use the demised premises for any unlawful or objectionable business that may constitute a musiance or injure the value of the property. The Lessees further agree that they will not without the prior consent of the Lessor, sell, assign, mortgage, pledge or otherwise dispose of the lease or sublet the premises as a whole or in part, or use

