

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

L E A S E

This agreement between E. M. Pendleton, hereinafter called landlord, and Campbell's Pharmacy, Inc., hereinafter called tenant,

W I T N E S S E T H

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

1. That the landlord does hereby grant, bargain and lease unto the tenant, and the tenant does hereby accept from the landlord, the following described property located in Greenville County, South Carolina, to-wit:

The storeroom situate on the north side of Augusta Road, near the City of Greenville, known as No. 1501 Augusta Road, according to the present enumeration, being the same heretofore occupied by the lessee.

2. To have and to hold the above described premises with all rights and privileges thereunto belonging for and during the period of five years, beginning November 1st. 1945 and ending October 31st. 1950, with the option to the tenant to extend the lease for an additional period of five years, on the same terms and conditions of this lease by giving notice to the landlord of his intention to do so on or before August 1st. 1950.

3. The tenant agrees to pay to the landlord for and during the period of this lease a rental of \$120.00 per month; said rent to be due and payable on the last day of each calendar month during said period.

4. Should any installment of rent be past due and unpaid for a period of thirty days after due, the landlord may, at his option, after giving thirty days written notice, either:

- a. Declare the full rental for the entire period or term due and payable immediately, and resort to any legal remedies at law or in equity for the enforcement or collection of the rent, or to recover damages for the breach of said covenants, or
- b. Declare this lease terminated and enter and take possession of the leased premises and thereafter hold the same free of the rights of the tenant, or its successors or assigns, to use said leased premises, but the landlord shall, nevertheless, have the right to recover from the tenant, any and all sums which, under the terms of this lease, may then be due and unpaid for the use of the premises, provided the tenant shall not have paid said rent before the expiration of such thirty days notice.

5. The landlord agrees to keep in good repair the roof, outer walls, windows, floors, downspouts and approaches to said building; said outer walls, windows, floors, downspouts and approaches are considered sound at the date of this lease, and the landlord shall not be called upon to make any inspection or repairs to them, nor shall he be liable for damages from defects therein, except those which are occasioned by the landlord's negligent failure to repair after written notice of such defects given by the tenant:

6. The tenant agrees to make no repairs, improvements or alterations to the premises and buildings except at his own expense and without first having obtained the written consent of the landlord.

7. Should the building or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should the building be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy or use, this lease may be terminated at the election of either party, notice thereof being given to the other party.

(over)