

This Lease, made this 5th day of November, 1957, by and between GENERAL WHOLESALE DISTRIBUTORS, INC., a South Carolina Corporation, with its principal place of business at 25-B Augusta Street, Greenville, South Carolina

(hereinafter called the "Landlord"), and NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED, a Delaware corporation, with its principal place of business at 25 South William Street, New York 4, New York, (hereinafter called the "Tenant").

WITNESSETH:

In consideration of the payment of a rental for the term of One Dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Landlord, and in consideration of the premises and of the covenants and agreements herein contained, the Landlord does hereby lease unto the Tenant, for the purpose of conducting a warehouse therein or thereon, the following described premises: **The portion measuring approximately 45' x 97' of the basement of the two-story and basement concrete and brick constructed storage building situate at 11 and 13 Augusta Street, Greenville, Greenville County, South Carolina and more particularly located, bounded, described and outlined in red on the annexed plot plan dated November, 1957 and marked: New York Terminal Warehouse Co., Inc., Warehouse No. 7050, Section No. 2.**

from the 5th day of November 1957, to and including the 31st day of May, 1958, with the right in the Tenant to have at all times by its agents, employees or servants, free ingress to and egress from the demised premises, through or over any premises of the Landlord, and the right at all times during the term of this lease, or any extension or renewal thereof, to use without expense to the Tenant, any machinery, equipment or facilities, either owned by the Landlord or available to it, for the handling, storing, weighing, receiving, packing, shipping or delivery of property stored or tendered for storage in the demised premises.

This lease is a sublease made by the Landlord as lessee under a lease made with the owner of the premises, viz., **Mr. C. Kirby Hammond** for the term of **month-to-month** which lease is ~~XXXX~~ **verbal** commencing **June 30, 1956**. The Landlord represents to the Tenant that it has a good right to sublet the demised premises, and the Landlord promises to pay promptly the rent due under the Head Lease dated **verbal**, and to perform and be bound by all the terms and conditions of said Head Lease in so far as they remain applicable to the Landlord and are not applicable to a sub-tenant.

The Landlord agrees, at its own expense, to make all repairs and renewals, to keep the premises and fixtures in good order and repair, to supply, at its own cost, all gas, electricity, light, heat, power, steam, water, elevator facilities, or other utility or service supplied to or used upon the demised premises during the term of this tenancy, to furnish sufficient heat to keep the premises comfortable, to keep the premises clean and orderly, and to comply with all governmental rules, ordinances and requirements now or hereafter affecting the premises during the term of this lease.

The Landlord agrees to indemnify, exonerate and hold harmless the Tenant of and from all fines, penalties, suits, claims, demands, and actions of any kind and nature of anyone whomsoever by reason of the occupation of the premises by the Tenant. In case of default by the Landlord, the Tenant may, at its option, comply with any of these provisions and charge the expense thereof to the Landlord less any indebtedness at any time owing by the Tenant to the Landlord. The Landlord shall at all times remain liable until the full amount thereof shall have been paid.

The Tenant agrees that, for the purpose of inspection of the premises and complying with the provisions of the foregoing paragraphs, the employees of the Landlord shall have access to the premises at reasonable times to be fixed by the agent or storekeeper of the Tenant in charge of said premises, in his presence and under his supervision.

At the expiration of said term and any renewal thereof, the Tenant shall surrender the premises in as good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted, and except such state and condition as may result from the failure of the Landlord to perform its obligations hereunder.

The Landlord agrees that the Tenant may post appropriate signs announcing that it is the Tenant of the demised premises and that it is conducting the business of Public Warehouseman therein, at or adjacent to the entrances and exits of the demised premises, within the demised premises, and at some convenient place where a sign or signs will be visible to the general public.

The Landlord throughout the term of this lease shall maintain and pay for at its own cost and expense a competent, reliable watchman or watchmen, and provide such supervision of watchman or watchmen as will insure efficient and dependable watch service for the protection of the demised premises at all times, except during regular business hours.

The Tenant agrees not to assign or sublet the whole or any part of said premises without first obtaining the written consent of the Landlord.

The Landlord covenants and agrees that the Tenant, on paying said rent and performing the covenants aforesaid to be performed by the Tenant, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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