



APR 23 1969
Mrs. C. J. ...
R. M. C.
LEASE

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For True Consideration See Affidavit
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THIS INDENTURE, made this 25th day of July, 1967, between

Runion Manufacturing Co., Inc. (a South Carolina Corporation)

Name

P. O. Box 433

Street Address

Taylor's

City or Town

South Carolina

State

hereinafter called "Landlord", and CITY PRODUCTS CORPORATION, an Ohio corporation having its principal place of business at 1700 South Wolf Road, Des Plaines, Illinois, hereinafter called "Tenant"

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and of other good and valuable considerations paid by the Tenant to the Landlord, the receipt and sufficiency of which are hereby acknowledged by the Landlord, the Landlord hereby demises to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the covenants and agreements set forth in a certain Lease Agreement between the Landlord and the

Tenant bearing the same date as this Lease hereinafter called "Lease Agreement"), certain premises located at Peachtree Plaza - Wade Hampton Blvd and Old Buncombe Road

Name of Shopping Center and/or Address

in the City of Greer

County of Greenville

State of South Carolina

The legal description of said premises (hereinafter called the "leased premises") being as follows:

That certain store building and the ground upon it is, or is to be located, within boundaries and location of which is ~~partially~~ outlined in red on the Shopping Center Plan attached hereto and by this reference made a part hereof, the Shopping Center being located on that certain ~~side of~~ ~~land~~ with the following complete legal description:

All of that piece, parcel or tract of land located on Wade Hampton Boulevard (U. S. Highway 29) ~~State~~ ~~County~~ of Greer, South Carolina, in the County of Greenville, State of South Carolina, according to a plat prepared on May 23, 1967 as property of Charles E. Runion by John A. Simmons, Registered Surveyor # 2212 of Greer, South Carolina, containing 5.22 acres, and being more particularly described as follows:

BEGINNING at an old iron pin at the corner of Wade Hampton Boulevard and Old Buncombe Road (State Highway 136) at the right of way corner of said roads and running thence S.29-11 E. 350.5 feet along old Buncombe Road; and thence continuing along said road S. 29-57 E. 75 feet to a point on said road; thence continuing S.30-46 E. 75 feet to the intersection of said Old Buncombe Road and Old Chick Springs Road; thence with the right of way of said Old Chick Springs Road S.68-14 W. 200 feet; thence continuing with Chick Springs Road S.69-44 W. 200 feet; thence continuing with said right of way S.69-34 W. 73.7 feet to an old iron pin at the corner of Old Chick Springs Road and Pearson Street; thence with Pearson Street right of way N.28-40 W. 476.3 feet to an iron pin at the right of way line at the corner of said Pearson Street and Wade Hampton Boulevard (U. S. Highway 29); thence along the right of way of said Wade Hampton Boulevard N.66-14 E. 463.6 feet to the beginning corner.

together with all improvements now or hereafter located thereon, and all appurtenances thereunto belonging or appertaining, including, but not limited to, the right of entrance and exit over all streets, alleys, areaways, and other access roads which are adjacent thereto, or which lie between the leased premises and the thoroughfares nearest the leased premises, and the right of use of all public facilities including, but not limited to, parking areas;

TO HAVE AND TO HOLD the same for a term of Ten (10) years and No (0) months, beginning March 1, 1968, and ending at midnight on February 28, 1978, unless sooner terminated or further extended as provided or permitted herein and/or in said Lease Agreement.

The parties hereto covenant and agree that the Tenant shall have the right and option to extend the term of this Lease for a period not to exceed Five (5) years from the expiration of the term hereof by a single extension for Five (5) years,

or by ~~several extensions for a total term of not more than () years, but aggregating not more than () years,~~ by giving the Landlord at least sixty (60) days previous written notice of Tenant's election to make each such extension. Upon the giving of each such notice, this Lease shall be considered as having been extended for the period specified in such notice, without the necessity of the execution of any further instrument or instruments, upon the same terms, conditions, covenants and agreements as are contained in this Lease and the Lease Agreement.

The covenants and agreements in said Lease Agreement include the following "protection" clause:

"That the Landlord will not, during the term of this Lease or any extension or renewal thereof, lease, use, or permit to be used, (a) any portion of the building in which the leased premises are located, or (b) any part of that piece of land the complete legal description of which is set forth in said Lease, or (c) any other building or premises which the Landlord owns, controls, or in which he has any beneficial interest, and which is located within one (1) mile of any boundary of that piece of land referred to in (b) above, for any business similar to, or in substantial competition with, the business of the Tenant in the leased premises.

"Businesses similar to that of the Tenant shall include, but not be limited to, (1) variety stores including, but not limited to, all stores owned or operated by F. W. Woolworth Co., S. S. Kresge Co., W. T. Grant Co., Neisner Brothers, Inc., J. J. Newberry Co., G. C. Murphy Co., McCrory Corp., and Eagles - Rose and United 5-10; and (2) variety drug stores including, but not limited to, all stores ~~owned or operated by S. S. Kresge, Inc., Thrifty Drug Stores Co., Inc., Walgreen Co., and~~ space for any Drug Store is limited to 7000 sq. ft.

"Businesses in substantial competition with the Tenant shall include, but not be limited to, (1) all those which devote thirty (30%) per cent or more of their sales area to items of merchandise which are identical to, substantially the same as, or which, for practical purposes, perform the same function as, those offered for sale by the Tenant; or (2) any toy, hobby, or discount store containing, respectively, sales areas in excess of

2000 square feet."

The execution of this instrument by CITY PRODUCTS CORPORATION shall be binding on said Corporation when it is accomplished by the manual signing hereof by a Vice-President and the Secretary or an Assistant Secretary of CITY PRODUCTS CORPORATION; or by the affixing hereto, by any mechanical device, of a facsimile signature purporting to be that of a Vice-President of CITY PRODUCTS CORPORATION and the manual signing hereof by the Secretary or an Assistant Secretary of CITY PRODUCTS CORPORATION; or by the affixing hereto, by any mechanical device, of facsimile signatures purporting to be those of a Vice-President and the Secretary or an Assistant Secretary of CITY PRODUCTS CORPORATION and the manual signing hereof in the place below provided by a person duly authorized by the Board of Directors of CITY PRODUCTS CORPORATION.

(Continued on next page)

Plat Recorded in Deed Book 866 Page 493

C.S.P.

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