

State of South Carolina,
County of Greenville.

This indenture, made and entered into on this the 21st, day of November, A.D. 1917, by and between L.O. Patterson (hereinafter referred to as the "Owner"), party of the first part, and Fred H. Cooper, Martin B. Bridges and Cooper's Garage Inc., a corporation chartered under the laws of said State (hereinafter referred to as the "Lessees"), parties of the second part.

W-I-T-N-E-S-S-E-T-H:

That said owner for the consideration hereinafter stated hereby agrees to have constructed on his lot of land situate on the south-east corner of Broad and Jackson Streets in the City of Greenville, in said County and State, a one-story building to cover said lot of land and to be constructed of hollow tile or brick, the walls not to be plastered or otherwise finished on the inside, the rafters or roof beams to slant with the roof and to be approximately ten (10) feet above the floor at the lowest point and not to be ceiled, painted or otherwise finished; said rafters to be supported on beams running lengthwise through the center of the building and resting on not more than four wooden columns; the floor to be covered with concrete or tile and to have a wash-rack sufficiently large to accommodate two automobiles with a drain to carry the washwater out of the building, and a one inch pipe with double spigots for hose connections to furnish water for use at such wash-rack; the Broad Street front of said building to be provided with two doors each not less than eight (8) feet in width to slide on tracks or hangers; said Broad Street front also to have two windows; the Jackson Street front to have not less than eight (8) windows; and the south front on the alley to have not less than four (4) windows; nothing to be painted, except the doors and sash; said building to have a stove flue; and to be wired for electric lights, with two lines of lights running lengthwise of the building, approximately midway between the central row of columns and the east and west walls; each line to have two ceiling lights, with two plain white enameled reflectors and snap switches and four (4) drop cords with lamp sockets.

And said owner for the consideration hereinafter stated has leased and demised, and does lease and demise unto said lessees the said building for the full term of three years, beginning at the time when said building shall be completed and possession thereof given to said lessees (which shall be as early as practicable); and the owner hereby covenants and agrees that said lessees shall have quiet and peaceable possession of said premises during the continuance of this lease and any extension thereof, except as may be hereinafter provided.

And the Lessees above mentioned do hereby accept said lease upon the terms and conditions herein set forth and do agree to pay as a rental for said premises the sum of one thousand and eighty dollars (\$1080.00) for each year of said term, to be paid to said owner at his office in monthly installments of ninety (\$90.00) Dollars for each month of said term; the payment for each said month to be made not later than the tenth day of such month;

And it is further agreed that at the end of said term of three years said lessees shall have the privilege at their option to renew this lease for a further period of two years upon the same terms and conditions in all respects, except that the rental for said additional term shall be at the rate of twelve hundred dollars (\$1200.00) for each year, to be paid in monthly installments of one hundred dollars (\$100.00) for each month thereof, such payments to be made in the same manner -

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hereinabove specified; provided that in order to exercise said option said lessees must give written notice thereof to said owner at least ninety (90) days prior to the expiration of said original three-year term as above agreed upon.

And it is further agreed that the rent hereinabove specified is based upon the understanding that the premises shall be used by said lessees as a place for storing automobiles under such conditions as will permit said owner to obtain the lowest or minimum rate of insurance upon said building; and that said lessees shall hereafter use said building or any part thereof for repairing automobiles or shall keep in said building any oils, gasoline or carbide or shall fail to comply with any regulations of the companies insuring said building against fire, and if by reason of any act or default on the part of said lessees or any other person on the premises by their permission express or implied, said owner shall fail to obtain the lowest or minimum rate of insurance upon said building or shall be compelled to pay additional insurance premiums or shall suffer loss in any other manner, said lessees hereby agree to forthwith make good all such loss and reimburse said owner for any additional insurance premiums paid by him. And it is further agreed that said lessees shall not do or permit any act which would constitute a nuisance or violate any statute of said State or of the United States or any ordinance of said City; also that said lessees shall not use said building for any other purpose than that of a garage or place for selling, storing and repairing motor vehicles; provided that such building may be used for such other purposes as will not in any respect increase the hazard of said building or the wear and tear thereof, upon not less than ten days written notice of such proposed change being given by said lessees to said owner and upon written consent to such proposed change being given by said owner to said lessees.

And it is further agreed that said owner shall pay all taxes and assessments against said real estate during said term and any extension thereof and that said lessees will pay for all water lights and electric power and other supplies used upon said premises or contracted for by them during said term and any extension thereof; also for any City or Government license or other permission necessary for the transaction of business on said premises.

And it is further agreed that the owner shall keep the roof of said building in proper repair; but shall not be liable for damages to the person or property of said lessees or any other person resulting from defects in the roof or any other portion of said building the foundations thereof or anything connected therewith until after receiving written notice of such defects and gross or wilful negligence or delay in remedying the same; and that said lessees shall make all other necessary repairs, including specifically the repairing and replacing of all broken glass and the repairing or replacing of all pipes, wires, fixtures and other appliances connected with or pertaining to the electric and water supplies and the plumbing and sewerage of said premises, and shall make good all damage to said premises resulting from any cause except lightning or wind storms and except fire not due to the negligences of said lessees or any other person on the premises by their permission, express or implied.

And it is further agreed that said lessees shall make no alterations or repairs (except those noted in the preceding paragraph or sublet said premises or any part thereof or assign this lease without the written consent of said landlord; and that if any rent payment herein stipulated shall at any time be past due and unpaid for a period of ten days after the time herein fixed for such payment, or if said lessees or any other person or corporation occupying said premises shall -

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