

STATE OF
COUNTY OF

THIS LEASE AGREEMENT, made and entered into this 26th day of August 1929, between E.E. Kennemore, Buncombe Road, Greenville, S. C. of the first part, hereinafter called Lessor, and SOUTHERN GROCERY STORES, INC. of the second part, hereinafter called Lessee.

WITNESSETH: That the said Lessee has this day rented and leased from said Lessor, the following described premises: Store room to be built-20 x 60 feet inside measurements. Ceiling 11 feet or more high, and known as ~~number~~ Buncombe Road, in the City of Greenville, State of South Carolina. The said premises shall be used for the purpose of a general merchandise business, Groceries, fresh meats and sundries.

The term of this lease agreement is for a period of five years commencing on the 1st day of October, 1929, and ending on the 30th day of September 1934. (Rent to begin October 1st provided building is ready- otherwise as soon as building is turned over to us complete)

IT IS AGREED, that the monthly rental of said premises shall be FIFTY DOLLARS PER MONTH NET payable in advance monthly payments, through Southern Grocery Stores, Inc. assigns, at its office in the City of Atlanta, Ga.

IT IS AGREED, that on the failure of said Lessee to pay said rent when due, said Lessor has the right, at his option, to declare this instrument void, cancel the same, re-enter and take possession of the premises. Lessor, at his option upon breach of this contract, may card "For Rent" signs on said premises and sublet the same at the best price obtainable by reasonable effort, under private negotiations, and charge the balance, if any, between the price of subletting and the contract price hereof and hold the said Lessee therefor. Such subletting on the part of the Lessor will not in any sense be a breach of the contract on the part of the Lessor, but will be merely as agent for the Lessee and to minimize the damage. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of Lessor to exercise the right of these privileges at any particular time shall not constitute a waiver of these rights.

The Lessee and his agents shall have all advertising or sign privilege on said premises, including the roof. Lessor has the privilege of carding the above described premises "For Rent" or "For Sale" at any time within thirty days previous to the expiration of this lease and during said time to exhibit said premises during reasonable hours or upon six hours' notice from the Lessor or his agents.

The Lessee shall have the right to sublet or assign any part of said premises without the consent of said Lessor or the duly authorized agent, provided said Lessee is not relieved from the obligation of this agreement.

Lessee agrees not to leave the premises herein leased unoccupied without notice to the Lessor, or his agent, nor otherwise to permit any act which would vitiate the fire insurance policy nor increase the insurance rate upon said property; to pay all electric light, water, heat, gas and power bills consumed by Lessee during the term of this contract, and to comply with all rules, orders, ordinances and regulations of the city government of the City of Greenville, S. C. in any and all of its departments.

The Lessee shall not be responsible for the breaking or leaking of water or steam pipes in said building, except where the same is a result of negligence in the care of same by Lessee.

It is further agreed that Lessee is not to be responsible for the breaking by third parties of any of the plateglass which is a part of the premises herein leased. Lessee agrees to conduct its business in a manner which will not destroy or damage any part of said premises and is to return the same at the expiration of this lease in as good condition as when this lease became effective, the natural wear, tear and depreciation on said premises excepted.