

State of South Carolina,
County of Greenville.

this Agreement, made and entered into this 18th day of September, 1936, by and between Jake Eisenman and L. A. Meyers of Greenville, S. C., hereinafter referred to as the Landlords and Eugene B. Smith, Inc., a corporation, chartered and existing under and by virtue of the laws of the State of South Carolina, hereinafter referred to as the Tenant.

W I T N E S S E T H :

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

1. That the Landlords do demise and lease unto the Tenant and the Tenant does hereby take and lease from the Landlords the two story brick building erected upon the following described tract of land, to-wit:

Beginning at a pin on Buncombe Street, corner of lot now on formerly owned by the Hunnicuts and running thence with line of said lot N. 56 E. 102 feet to an iron pin; thence S. 17-30 E. 72.3 feet to an iron pin; thence S. 69-22 W. 83.9 feet to an iron pin; on Buncombe Street; thence with Buncombe Street; thence with Buncombe Street N. 34-20 W. 50.5 feet to the point of beginning; and being the same lot of land conveyed to H. H. Simon by deed recorded in the R.M.C. Office for Greenville County in Vol. 92, page 407.

Also all that certain piece, parcel, or lot of land in Greenville Township, Greenville County, State of South Carolina, situate on the West side of Rutherford Street, in the City of Greenville, County of Greenville, and having the following metes and bounds:

Beginning on said street, the corner of lot formerly belonging to Ella S. Randolph; thence in a southerly direction with said street 100.9 feet to corner of Mary Evans lot; thence S. 69-22 W. 78 feet to the Roberts lot; thence N. 17-30 W. 101 feet to corner; thence S. 72-49 E. 108.6 feet to the beginning corner; and being the same lot of land conveyed to H. H. Simon by deed recorded in the R. M. C. Office for Greenville County, Vol. 91, page 377.

2. To Have and to hold the above described premises for and during the term beginning on the 1st day of November, 1936, and ending two (2) years thereafter.

3. That the Tenant agrees to pay to the Landlords for the use and occupancy of the premises herein demised, in Greenville, S. C., or at any other address designated in writing, the following rental; Five thousand Four Hundred Dollars.

Payable as follows: Two hundred twenty five (\$225.00) Dollars per month in advance, the rent for each calendar month being due and payable on or before the 1st day of said month. The Tenant is hereby directed by the Landlords to make all remittances in favor of Jake Eisenman and L. A. Meyers.

4. The Tenant does hereby covenant and agree that he will not assign this lease or sub-let said premises or any part thereof or make any alterations therein without the consent in writing of the Landlords and that he will use said premises for the purpose of conducting therein a retail automobile sales and repair business and for no other purpose, and that he will not use or permit said premises to be used for any unlawful purpose nor permit thereon anything which may be of a common nuisance and that he will not do nor permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire nor which may render any increased or extra premium payable for such insurance and that during the term of this lease he will keep the building in good repair and in good condition.

5. Should the building or any substantial part thereof, be destroyed or so damaged by fire as to be unfit for occupation or use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the building is restored and made fit for occupation or use. Should the building be totally unfit for occupation or use, this lease shall terminate at the election of either party, notice thereof being given to the other party by registered mail.

6. It is further understood and agreed that the Tenant may attach its usual signs on or about the demised premises provided such signs and other attachments shall comply with all requirements of law and City Ordinances. However, the Tenant agrees to protect and save harmless the Landlords against any liability for damages to persons or property caused by or growing out of the installation and operation of such signs.

7. It is further agreed by and between the parties hereto that the Tenant shall keep and hold harmless the Landlords from an and all damages, liability for anything and everything whatsoever arising from or out of the occupancy by or under the Tenant or Tenant's agents or servants, and from any loss or damage arising from any fault or negligence by the Tenant, or failure on the Tenant's part to comply with any of the covenants, terms and conditions herein contained or otherwise.

8. It is distinctly understood by and between the parties hereto that any remodeling, improvements, or alterations that the Tenant may deem necessary during the life of this lease shall be at the Tenant's own cost and expense. However, the Landlords covenant and agree that they will keep the exterior of the premises including the roof in good condition at all times.