

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE.)

LEASE.

This indenture made and concluded at Greenville, South Carolina this 19th day of January, 1946 by and between D. Carl Waldrep, Lessor and James Canills and Frosó Canills, Lessees. WITNESSETH: That the said D. Carl Waldrep, Lessor, has granted and leased and by these presents does a space in a building located at 102 Augusta Street, Greenville, S.C.; said space being the identical space now used by the said lessee, James Canills. It being distinctly understood that the Lessees are to have the use of the said space now occupied by the said James Canills and that under no condition is he to use or have any right to use any other portion of said building.

To have and to hold the said premises unto the said James Canills and Frosó Canills for the full term of five (5) years, commencing on the First day of February, 1946 and ending on the First Day of February, 1951. Said Lessees to pay over and unto the Lessor, D. Carl Waldrep, the sum of One Hundred (\$100.00) Dollars per month, payable in advance on the first day of each month for the use of said space heretofore referred to; the time and the amount of money being the essence in this Lease.

In consideration of the said Lessor, D. Carl Waldrep, leasing unto the said Lessees, James Canills and Frosó Canills, the Lessees agree as follows:

1. That the Lessees will not sublet or underlet the space so leased to them by the Lessor or any part thereof, unless agreed to in writing by the Lessor.
2. That the premises shall not be used for any other business other than that of a general lunch room.
3. The Lessees agree and it is a part of the consideration of this Lease that they will install new, modern and up-to-date equipment in said space so leased to them and that the same will be in compliance with the ordinances of the City of Greenville and that they will comply with all rules and regulations regarding cleanliness and fire precautions governing the operation of lunch rooms and cafes in the City of Greenville.
4. That the Lessees agree to keep said premises in a sanitary condition.
5. That the Lessees agree further that they will not operate or allow to be operated or allow upon said premises anything that would constitute a nuisance, but will operate said business in a manner that will be in keeping with the surroundings in said section.
6. Lessees agree further that they will make good all breakage of glass and all other injuries done to the premises during the term of said tenancy except such as are produced by natural decay and unavoidable accident.
7. The Lessees agree further that they will not make any alterations, repairs or improvements as to said space without the written permission of the Lessor and that said costs, if so approved, by the Lessor, shall be borne by the Lessees and that if any injuries arise out of or in the course of said alterations or repair, the said Lessees assume full responsibility of the same and the Lessor is in no wise to be construed as having any liability with said alterations or repairs.
8. The Lessees agree further that the Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspecting the same or for the purpose of making such improvements, repairs or alterations as he may deem expedient. It is, however, expressly understood and agreed that the rights and authority hereby reserved or granted to the Landlord in no wise imposes, nor does the landlord assume by reason thereon any responsibility or liability whatsoever for the care, maintenance or alterations of the premises, other than that of general repair to said building.

Grant and lease unto the said James Canills and Frosó Canills