

Standard Lease Form No. 76

LEASE

THIS LEASE, Made this 16th day of April, 1954,

between East North Realty Company

first party, hereinafter sometimes referred to as "Lessor" (which term includes the party or parties above named, whether one or more corporations or individuals), and The L. B. Price Mercantile Company, a Missouri Corporation having its

principal office located at 4702 Olive St., St. Louis, Missouri, second party, and hereinafter sometimes referred to as "Lessee";

WITNESSETH: That, in consideration of the mutual covenants, promises and agreements herein contained, said parties hereto do hereby covenant, promise and agree to and with each other as follows:

FIRST: First party does hereby demise and lease to said second party the following described premises situated in the City of Greenville, County of Greenville,

State of South Carolina, designated as 201 Second St.

(Corner Second Street and Rutherford Road)

to-wit:

SECOND: For a term of three years and no months, beginning with the 1st day of

June, 1954, and extending to and including the 31st day of May,

1957

THIRD: Said Lessee does hereby agree to pay to said Lessor as the rent of said leased premises the sum of

Five thousand, four hundred Dollars (\$5,400.00), payable in monthly install-

ments of One hundred fifty Dollars in advance on the first day of each calendar month at the office of

the Lessor in Greenville, S. C.

or at any other address which said Lessor may in writing designate. If said term commences on a day other than the first day of a calendar month, the rent for the fraction of the calendar month at the commencement of said term shall be paid when said term begins, and the rent for any other fractional calendar month during said term shall be pro rated and paid on the first day of such fractional month.

is to construct a building or alter or repair the building now located on said premises prior to occupancy by Lessee, this lease shall not become operative or Lessee be required to pay any rent hereunder except as provided in paragraph FOURTEENTH in regard thereto.

FOURTH: Lessor covenants and represents that Lessor is seized of said real property in fee simple and has full right to make this lease and that Lessee on paying the monthly rent herein provided and performing the covenants aforesaid shall have quiet and peaceable possession of said premises during all of said term as against unlawful acts of third parties and as against the acts of all parties claiming title to or a right of possession of said leased premises and if prevented from doing so by any public authority, this lease may be cancelled by Lessee.

SIXTH: Lessor agrees to keep the structure, roof, walls, foundations, plate glass, interior plaster and decorating (when the same is damaged by reason of Lessor's failure to keep the roof and walls in repair) and the floors of the building on said leased premises and the plumbing connected therewith (except when stopped by acts of Lessee) and the sidewalks and curbs adjacent to said leased premises in good repair during all of said term, and to make all repairs to or alterations of said leased premises which may be required by Governmental authority. If during the making of any repairs or alterations herein required or authorized to be made by Lessor, Lessee is deprived of the uninterrupted use of any portion of the premises hereby leased, just proportion of the rent hereinabove reserved shall be suspended and abated until the leased premises shall have been restored for use by Lessee. Said Lessor reserves the right to enter upon said leased premises during business hours at any time to inspect the same or to make any repairs necessary to the preservation thereof or to make such repairs or alterations as in this lease Lessor has agreed to make. Lessee agrees to keep up ordinary repairs to the interior of said leased premises and peaceably to yield up to the Lessor said leased premises at the expiration of the term hereof in as good order and repair as received, damage by fire, windstorm, other casualty or by the elements or by act of God or resulting from the acts of persons other than Lessee or from ordinary wear and tear excepted.

SEVENTH: Lessee shall have the right to place or install in said leased premises such fixtures and equipment as it shall deem desirable for the conduct of its business therein. At the termination of this lease or any extension or renewal thereof, Lessee may remove from said leased premises all personal property and fixtures placed by it therein, whether nailed or screwed or otherwise fastened to said demised premises. Lessee may make such repairs, alterations and improvements in said leased premises as it may deem desirable for its use of the same; provided, that the work thereof shall be done in conformity with the building laws of the city, county and state in which demised premises are located.

EIGHTH: Should said building be damaged by fire, windstorm, act of God, the elements, or other casualty or happening to such an extent that said building is rendered untenable, then this lease shall cease and come to an end and any unearned rent paid in advance by said Lessee shall be refunded to it, but in case of such damage or destruction of the leased premises being such as not to substantially destroy the building, then the leased premises shall be restored to their condition immediately prior to destruction, with due diligence by said Lessor and a just proportion of the rent hereinbefore reserved, according to the extent of the injury or damage sustained by the leased premises, shall be suspended and abated until the leased premises shall have been so restored and put in proper condition for use and occupancy by said Lessee.

NINTH: Lessee may assign or sublet the whole or any part of said leased premises. Should Lessee assign this lease it shall nevertheless remain liable as a surety to Lessor for full payment of the rent according to the terms of this lease.

See Deed Book 505 Page 197 for Assignment of Lessor's Interest in Lease