

APR 8 10 03 AM 1959

OLLIE FARREWORTH
R. M. O.

THIS AGREEMENT AND DEED OF LEASE dated the 2nd day of
March, 19 59, between Y. Albert
3490 Augusta Road
Greenville, S. C.

as Lessor,
and STANDARD BRANDS INCORPORATED, a Delaware corporation, with its principal office
at 625 Madison Avenue, New York 22, New York, as Lessee,

Description

WITNESSETH: The Lessor hereby leases to the Lessee the following premises:

One-half of basement in store building located at 3490 Augusta Road,
Greenville, S. C., dimensions as follows:

40' x 30' with a 12' ceiling

Lessor will maintain the parking area in front of the doorway 80'
x 40' suitable for the passage of the Lessee's tractor-trailer truck
during all weather conditions,

Term

for the term of One (1) year
commencing on June 1, 1959
and ending on May 31, 1960

Use

to be used and occupied for office operations, storage, distribution and sale of Lessee's products,
storage of Lessee's motor vehicles, and any other lawful use in connection with Lessee's business,
upon the conditions and covenants following:

Rental

1. Lessee shall pay the annual rent of Nine hundred and no/100- - - - -
- - - - - dollars (\$900.00),
said rent to be paid in equal monthly payments of \$ 75.00 each, in advance, on the
first day of each and every month during the term aforesaid.

Ordinances and
Regulations

2. Lessee shall not violate any applicable lawful ordinance or regulation of public
authority in the use of said premises and the conduct of its business therein, and shall comply with
requirements of local authority with respect to keeping the sidewalk bordering on the demised
premises, if any, free from ice and snow.

Refrigeration

3. Lessee shall have the right to install refrigeration equipment, including cold storage
rooms, in said premises at its own expense, which shall include the cost of any structural changes
necessitated by such installation, and such equipment shall remain the personal property of the
Lessee notwithstanding the fact that it may be attached or affixed to the realty, and Lessee shall
have the right to remove and/or replace such equipment, in whole or in part, at any time during
or at the expiration of the term of this lease or any extension or renewal thereof. None of such
equipment shall be subject to any present or future mortgage or other lien placed on or affecting
the demised premises. Upon the expiration of this lease or any extension or renewal thereof,
Lessee shall repair any damage done to the building by its removal of such equipment, so as to
restore the premises to substantially their former condition. However, Lessee shall have the option,
at the expiration of this lease or any extension or renewal thereof, to leave and abandon any part
or all of such refrigeration equipment without liability therefor.

Alterations

4. Lessee shall not make any alterations in said premises, except as necessitated by its in-
stallation of refrigeration equipment including cold storage rooms, without first obtaining Lessor's
written consent, which shall not be unreasonably withheld.

Assignment

5. Lessee may assign this lease or sublet the whole or any portion of said premises for
any lawful purpose or purposes, but only upon written consent of the Lessor, which shall not be
unreasonably withheld. Lessee will reimburse Lessor for any increase in fire insurance premium
rates resulting directly from the use of said premises by any sub-tenant under this lease.

Mortgage
Default

6. In the event of default in the payment of interest or principal of any mortgage or other
lien on said premises in priority to this lease, Lessee may, but shall not be obligated to, pay the
same or any part thereof, and the amount so paid may be applied by the Lessee upon any rent
then due or thereafter becoming due. Should any action or proceeding for the foreclosure of any
such mortgage or other lien be commenced or instituted, the Lessee may, but shall not be obligated
to, procure another lender to take the same by assignment, and any reasonable expense incurred by
the Lessee in arranging therefor may be applied by the Lessee upon any rent then due or thereafter
becoming due.

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