

For True Copy of this Agreement

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LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 1965, by and between FIDELITY COMPANY, INC. of Greenville, South Carolina, a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina, hereinafter referred to as "Lessor," and STANDARD BRANDS INCORPORATED, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 625 Madison Avenue, New York City, New York, hereinafter referred to as "Lessee,"

WITNESSETH:

1. That in consideration of the covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee, its successors and assigns, premises in McAlister Plaza situate near the City of Greenville, County of Greenville, State of South Carolina, being more particularly described in Exhibit A attached hereto.

2. TERM - The term of this lease shall be for ten (10) years, commencing on September 1, 1965, and ending on August 31, 1975. Lessee may, subject to all the terms and conditions of this lease, occupy the premises prior to the commencement date when and if the building to be constructed thereon by Lessor is completed and ready for occupancy.

3. ERECTION OF IMPROVEMENTS - Forthwith upon the execution of this lease agreement, as soon as plans and specifications shall be agreed upon by Lessor and Lessee, Lessor shall at its sole cost and expense, commence and complete erection of a building on the premises in accordance with such plans and specifications.

4. RENTAL - Lessee shall pay to Lessor an annual rental which shall be 8 per cent of Lessor's total building costs including the cost of the land, construction, architectural fees and any other expenses connected directly or indirectly with the premises. In no event, however, may this total cost, for purposes of determining the annual rent hereunder, be in excess of \$40,000.00. Rent shall be payable in equal monthly installments in advance, on or before the first day of each month, at the offices of

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