

STATE OF SOUTH CAROLINA)	COMMERCIAL LEASE CONTRACT AND
	:	GROUND LEASE AND RELEASE OF
COUNTY OF GREENVILLE)	COMMERCIAL LEASE CONTRACT AND
		GROUND LEASE

WHEREAS, The parties hereto entered into a Commercial Lease Contract and Ground Lease on the 14th day of September, 1977, in which Alfarata C. Downs, as Landlord, leased to Earle R. Berry, as Tenant, two parcels of land on Augusta Road in Greenville, South Carolina, shown on the attached diagram as parcel "A" and parcel "B";

WHEREAS, The parties are desirous of terminating all terms of the Commercial Lease Contract and Ground Lease referred to above;

WHEREAS, The parties desire to enter into a new Commercial Lease Contract for parcel "B" on the aforementioned diagram;

WHEREAS, The Tenant has made all payments due to the Landlord through January 22, 1978 due on the Commercial Lease Contract and Ground Lease of September 14, 1977; and

IN CONSIDERATION OF mutual promises and covenants and for the release by each party of the obligations pursuant to the aforementioned document, it is hereby agreed as follows:

- (1) That each of the parties hereto releases the other party from the aforesaid Commercial Lease Contract and Ground Lease for both parcel "A" and parcel "B" and do further release each other from any and all claims, actions and demands whatsoever which each of the parties hereto may have upon this date against the other party, unless otherwise hereinafter stated.
- (2) The Landlord does hereby lease unto Tenant and Tenant does hereby take as Tenant the premises located at Augusta Street, Greenville, South Carolina, and shown on the attached sketch as parcel "B", for the period from January 22, 1978 to January 22, 1979.
- (3) The agreed upon rental for this parcel "B" is \$100.00 per month, payable in advance on the 22nd day of each month, with payment directly to the Landlord.
- (4) The Tenant shall have the option to renew this Contract on an annual basis. However, in the event either Tenant or Landlord does not wish to renew this Lease, he shall notify the other party in writing of his intention not to renew at least thirty days prior to the expiration of the lease period, otherwise this Lease will automatically be extended on a month to month basis on the terms and conditions subject to termination by a thirty-day written notice to cancel this contract served by either party.

OCTO - FEB 78 158

035

4328 RV-2