

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

LEASE

THIS INDENTURE made and entered into this 1st day of February, 1947, by and between PAUL J. OELAND, doing business at Greenville, South Carolina, hereinafter called the Lessor, and NESBITT BOTTLING COMPANY, INC., OF GREENVILLE, S. C., a corporation doing business at Greenville, South Carolina, hereinafter called the Lessee,

WITNESSETH:

That for and in consideration of the premises, payments, covenants and agreements hereinafter set forth, by each of the parties to be respectively kept and performed, the Lessor does hereby lease, demise and let unto the Lessee

That lot on the North side of Rutherford or Camp Road shown as a portion of Lot 1 on plat of Paul J. Oeland Property recorded in Plat Book P, page 95, briefly described as follows: BEGINNING at a point on the North side of Rutherford Road approximately 17 feet West from the Northwest corner of Rutherford Road and Oeland Drive and running thence with Rutherford Road, S. 54-52 W. 51.2 feet to an iron pin; thence N. 28-37 W. 114 feet to an iron pin; thence N. 62-0 W. to and with the North edge of a two-story warehouse wall 51 feet 6 inches; thence through the center of said wall and being parallel with and approximately 17 feet West of Oeland Drive, S. 28-36 E. 114 feet to the beginning corner, on which a two story warehouse is to be erected by the Lessor as hereinafter provided, with all improvements to be erected thereon.

ALSO the right to use jointly with any others who may be granted a like right to use a railroad team track located on other property of the Lessor herein.

TO HAVE AND TO HOLD the said demised premises to the Lessee for a term of ten (10) years from the first day of March, 1947, to the 28th day of February, 1957, at an annual rental in the amount hereinafter provided.

And the said parties do hereby covenant and agree with each other as follows:

1. The Lessor shall promptly, at his own cost and expense, construct on said demised premises a two-story warehouse containing approximately 6,324 square feet of which 4,236 square feet shall be on the first floor and 1,088 square feet on the second floor, all in accordance with the blueprints, plans and specifications annexed hereto and made a part hereof.

Said building shall be constructed in accordance with the rulings, regulations and orders of Governmental, State, Municipal and administrative departments having jurisdiction thereof and shall be completed and ready for occupancy not later than March 1, 1947, delays due to circumstances beyond the control of the Lessor excepted; provided, however, that no rent shall be due and payable by the Lessee until the aforesaid building is fully completed.

2. The Lessee shall pay an annual rental of Twenty-four Hundred (\$2,400.00) Dollars payable in equal monthly installments of Two Hundred (\$200.00) Dollars each, in advance on the first day of each and every month during the term hereof.

3. The Lessor shall, during the term hereof, at his own cost and expense, keep the demised premises, exterior and interior, in good order and repair, provided that the portions in need of repair do not at any time exceed a "partial destruction" as hereinafter defined and provided further that any and all breakage of glass and other damage to said premises caused by the negligence of the Lessee, its agents and employees, (except damage resulting from fire) shall be promptly repaired by the Lessee at its own cost and expense, and in the event of its failure or refusal so to do, the Lessor shall have the right to make the repairs at the expense of the Lessee, and the cost thereof shall be added to and collectible with the next subsequently accruing installment of rent payable hereunder. In the