

PLEASANTBURG SHOPPING CENTER
GREENVILLE, SOUTH CAROLINASTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH

R.M.C.

LEASE

THIS LEASE, made this 13th day of February, 1954, by and between James W. Curdts, Trustee, sometimes hereinafter called "Lessor," and Colonial Drugs, Inc., a corporation chartered under the laws of the State of South Carolina, sometimes hereinafter called "Lessee",

WITNESSETH:

The Lessor does hereby lease to Lessee those certain Premises consisting of two storerooms 17 feet by 75 feet each and one basement 17 feet by 75 feet,

and known and designated as Unit No. 8 and Unit No. 9 and the basement underneath Unit No. 9, of Pleasantburg Shopping Center, in the City of Greenville, South Carolina, for a term of one hundred twenty months, from the first day of February 1954, to the thirty-first day of January, 1964, both dates inclusive, unless sooner terminated as provided herein, to be occupied and used by Lessee only as and for the operation of a drug store, pharmacy, notions store and luncheonette, and for no other purpose.

IN CONSIDERATION of the above lease, the parties hereto covenant and agree as follows:

1. Lessee shall pay Lessor as rental for the above described premises, at the times and in the manner hereinafter specified, the following:

(a) The sum of **Thirty-Five Thousand One Hundred and no/100** Dollars (\$ **35,100.00**) payable in installments as follows: **See Addendum to Lease**

Dollars (\$)

upon the date of signing hereof, and an installment of

Dollars (\$) on the day of each of the months of , 19 to 19 , both inclusive, and pro rata at the current rate for fractions of a month if the term shall end or be terminated with a fraction of a month;

(b) The additional sum as percentage rental in accordance with the Percentage Rental Provisions as set out in the addendum to this lease if such addendum is executed and made a part hereof;

(c) Any additional sum or sums as may be provided herein or may be agreed upon in writing, which agreement by reference is made a part of this lease.

2. Lessee shall pay the rent at such place as Lessor may from time to time designate by notice to Lessee.

3. Lessor shall keep the exterior of the premises, excluding any signs of Lessee, but including the foundation, roof, walls and supporting framework, in good condition and repair.

4. (a) Lessor shall furnish equipment and fixtures for furnishing heat to the premises and shall furnish necessary connections for supplying gas and electricity to the premises.

(b) Lessee shall furnish at Lessee's own expense, any fuel for operation of said heating equipment or fixtures on the premises and Lessee shall be responsible for cost of upkeep and repair to said equipment or fixtures.

(c) Electricity and gas shall be procured by Lessee at Lessee's own cost and expense.

(d) Lessor shall furnish water connections and water to the premises through existing pipes from the municipal water system as such water may be obtainable. Lessor shall be under no obligation to furnish hot water to the premises.

(e) Lessor shall not be required by this lease to furnish janitor service to or for the premises or building, or any part thereof.

(f) Lessor shall not be required to furnish any service or utility of a kind like or unlike those specifically mentioned in this lease, unless express provisions for same is made in this lease.

(g) Lessee shall install no new or different heating equipment or fixtures and shall install no air conditioning equipment of any kind upon the premises until Lessee has first obtained the written consent of the Lessor.

(h) Lessee shall, except to the extent prevented by practical impossibility of the public utility company to furnish electrical energy, furnish illumination to the interior of the premises so that the front display area will be suitably lighted from dusk until at least ten o'clock P. M. (Greenville time) on each day of the entire term, including Sundays and holidays.

5. Lessor shall furnish during the term of this lease a parking area or areas for the use of Lessee and Lessee's employees, invitees and customers. The matter of the size and allocation of said area or areas and the allocation of the location and number of parking spaces within said area or areas as between Lessee and Lessee's employees, on the one hand and Lessee's invitees and customers, on the other hand, or whether there will be such allocation, and the designation or allocation of service parking areas shall be subject to the sole, uncontrolled discretion of Lessor. Upon request, Lessee shall promptly furnish to Lessor a complete list of names of Lessee's employees, including Lessee, employed at the premises, who have motor vehicles, and of the State license numbers of each of their motor vehicles.

6. Lessee shall examine the premises before taking possession hereunder, and such taking of possession shall be conclusive evidence as against Lessee that at the time thereof the premises were in good order and satisfactory condition.

7. Lessee shall not occupy or use the premises or building or any part thereof for any purpose not authorized by this lease, nor make any use of the premises which is forbidden by law, or which may be dangerous to life, limb or property, or which increases the premium cost or invalidates any policy of insurance covering the premises or the operation thereof. Lessee agrees to promptly reimburse Lessor for increase of any insurance premium resulting from Lessee's use of the premises.

Lessee shall not, without the specific written permission and authorization of Lessor, do any of the following in, about or upon the premises: