

Tenant agrees to pay to Landlord, and Landlord agrees to accept, a monthly rental of \$350.00, which Tenant agrees to pay in lawful money of the United States, in advance, not later than fifteen (15) days after the first day of each month from the effective date of this lease, during said term, at the office of Landlord or such other place as Landlord may designate. However, said rent shall not be considered in default until fifteen (15) days have elapsed after receipt by Tenant of notice in writing by Landlord that any monthly rental is due and unpaid.

Should the cost of the improvements to be constructed upon said premises by Landlord, as herein provided, exceed \$21,000, then in such event, the monthly rental shall be increased by an amount equal to 1% of the excess over \$21,000. However, should it appear that the cost of said improvements shall exceed \$21,000, an agreement shall be obtained by Landlord from Tenant, in writing, agreeing to such increased cost of said improvements before proceeding with construction.

Should 2% of the gross monthly sales made at said store, calculated from the monthly sales tax return to the State of South Carolina, exceed the above guaranteed monthly rental, then, in such event, said monthly rental shall be increased by an amount equal to such excess over the guaranteed monthly rental, and shall be added to the next succeeding monthly payment after said excess, if any, has been ascertained.

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The parties hereto, for themselves, their successors and assigns, hereby covenant and agree as follows:

1. That this lease is made subject to Tenant obtaining from the proper governmental authorities a permit to operate upon said leased premises a drive-in grocery store and to obtain a permit for the sale of packaged cold beer for off-premises consumption. Should Tenant be unsuccessful in obtaining either or both of the permits above mentioned, then in such event; this lease shall not take effect and shall become null and void.

That should this lease be accepted by Landlord, Tenant shall proceed promptly to apply for a license or permit for the operation of a drive-in grocery store and for the sale of beer as aforesaid, and should said permits be approved, Tenant shall then notify Landlord who shall then proceed with the construction of the building and improvements as herein-after more particularly described.

2. That upon receipt by Landlord of notice from Tenant that Tenant has been granted a permit for the sale of beer as outlined in the preceding paragraph, Landlord shall commence forthwith the construction of the building and improvements upon said leased premises, at its sole expense, a concrete block store building, including the installation of shelving in stock room, floor safe and all lighting fixtures, plumbing and heating, in accordance with plans and specifications prepared and drawn by Frank C. Houpt, Architect & Engineer, Atlanta, Georgia, which have been agreed upon by the parties, and delivered by Tenant to Landlord, and said plans and specifications are hereby made a part hereof as fully as if the same were incorporated herein. The front of the building proper is to be situated not less than 50 feet from the front property line.

Landlord shall (a) install curbs and gutters, where necessary, (b) install and pave with concrete all drive-way entrances required by Tenant, and all sidewalks, if necessary, all in accordance with the requirements and regulations of the State, County or City, as the case may be; (c) pave all other areas in front of and sides of said store building to the rear thereof with asphalt of the quality, quantity and consistency that meets the minimum standards required in the trade in said area.

3. The leased premises shall be considered as ready for occupancy by Tenant on the first day as of which:

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