

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

L E A S E.

This Indenture made and entered into this 23rd day of February, 1940, by and between Guy B. Foster, of Greenville, S. C., hereinafter called Lessor, and Polar Pantries, a corporation existing under the laws of the State of South Carolina, with its principal office in the City of Greenville, S. C., hereinafter called Lessee;

W I T N E S S E T H:

That the Lessor, Guy B. Foster, hereby demises and leases to the Lessee, Polar Pantries, and the Lessee hereby takes and rents those certain premises situate on the West side of McDaniel Avenue in the City of Greenville, more particularly described as that lot with the buildings and improvements to be constructed thereon, situate, lying and being on the West side of McDaniel Avenue in the City of Greenville, on plat made by Dalton & Neves, February, 1940, as follows:-

Beginning at an iron pin on the west side of McDaniel Avenue at the southwest corner of McDaniel Avenue and a 20 foot driveway, said pin being 110.6 feet South from the southwest corner of the intersection of McDaniel Avenue and McBee Avenue, and running thence with the south side of said 20 foot driveway S. 73-20 W. 68 feet to an iron pin; thence S. 16-40 W. 40 feet to an iron pin; thence S. 73-20 E. 78.8 feet to an iron pin on the west side of McDaniel Avenue; thence with the west side of McDaniel Avenue N. 1-28 E. 41.2 feet to the beginning corner.

Together with the right to the use of the 20 foot driveway lying on the North side of said lot leading West from the West side of McDaniel Avenue as a means of egress and ingress to and from said premises by the Lessee, its servants, agents and customers, with the further right and privilege to use as a parking area the rectangular area 32 x 40 feet lying immediately in the rear of the lot above described and also the right to use as a parking area that strip 18 feet wide lying along the South edge of said lot and extending West from the West side of McDaniel Avenue.

TO HAVE AND TO HOLD the aforesaid premises unto Polar Pantries, its successors and assigns, for the term of five years to commence on the first day of May, 1940, and to end on the 31st day of April, 1945.

The Lessee agrees to pay to the Lessor as a rental for said term the sum of Thirty-Six Hundred (\$3,600.00) Dollars, of which Eighteen Hundred (\$1,800.00) Dollars shall be paid in advance on the first day of May, 1940, or on the date possession is given the Lessee if said possession should be given prior to May 1, 1940, and thereafter said rental shall be paid Sixty (\$60.00) Dollars per month, to be paid monthly in advance beginning on the first day of November, 1942, and on the First day of each and every month thereafter until the end of said term.

The Lessor agrees that he will at his own cost and expense construct on said premises a one story brick building with basement of the dimensions and in accordance with the plans hereto attached and made a part of this lease marked Exhibit A, excepting, however, the Lessee agrees that all insulation material and labor for installing same in the said building and all plumbing material and labor for the installation of said plumbing in the building as called for by said plans above referred to shall be furnished at the cost and expense of the Lessee and upon the installation of said insulation and plumbing the same shall become a part of the realty and be the property of the Lessor.

The parties hereto contemplate the completion of the new building on this property above described so that possession may be given the Lessee on May 1, 1940, but it is agreed between the parties hereto that in the event the said premises are ready for occupancy before May 1, 1940, that the Lessee will immediately take possession of said premises as soon as same are ready for occupancy and will pay the Lessor rent therefor in proportion to the time it occupies said premises prior to May 1, 1940, and it is further agreed between the parties that in the event the premises are not ready for occupancy by May 1, 1940, that said rent will be abated until the premises are ready for occupancy.

In case the building on said property shall be damaged or destroyed by fire, casualty or the elements the Lessor agrees that said building will be repaired or rebuilt as speedily as possible at Lessor's expense and until such repairs have been made or the said building rebuilt the rent shall be abated proportionately. In the event the Lessor should be compelled under this lease to erect a new building it is to be substantially the same as the one destroyed.

It is further agreed that the Lessee shall furnish at its own expense all water, power, heat and lights used upon said premises.

It is further agreed that this lease shall not be assigned by the Lessee without first obtaining the written consent of the Lessor herein.

The Lessee shall purchase and install such machinery or equipment as may be necessary for the operation of its storage business on said premises and shall pay all taxes and charges or assessments that may be levied on said equipment and upon the termination of this lease, there being at that time no default under the terms hereof, the said Lessee may remove from said premises all such fixtures, machinery and equipment installed by it, but this is to be done without damage or injury to the said property.