

STATE OF South Carolina

COUNTY OF Greenville

GREENVILLE 28 80
1950

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BOOK 435 PAGE 395

... AGREEMENT ...

THIS AGREEMENT entered into this 1st day of September 1950,
M. W. Clary, Super Investment Company; Melba J. Henley, Trustees
between for Wm. H. Henley and Melba Ray Henley (hereinafter referred to as the
Lessor), and DIXIE-HOME STORES, Inc., with head offices at Greenville, S. C., (hereinafter referred to as the Lessee).

WITNESSETH:

In consideration of the payments made and to be made as hereinafter provided, the Lessor does hereby lease and demise unto the said Lessee
Brick store building located at 634-636 North Main Street in Greenville,
S. C.

TO HAVE AND TO HOLD unto said Lessee for and during the period beginning 1st day of August 1950, and ending at midnight on the 31st day of July, 1960, for the purpose of conducting thereon a general merchandising business.

In consideration of the premises the Lessee agrees during the continuance of this lease to pay the Lessor a rental of Six Hundred & No/100 (\$600.00) Dollars per month or one per cent (1%) of sales whichever is greater, to be adjusted quarterly.

~~Such payment to be made on or before the sixth of the month following that for which said rent is due.~~

The Lessee covenants and agrees with the Lessor: repairs and

- (1) That it will make at its own expense all necessary alterations not otherwise provided for herein.
- (2) It will not permit the leased premises to be so used as to render void or voidable any policies of insurance against fire.
- (3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease, reasonable wear and tear and damage by fire, storm, or other casualty, alone excepted.

The Lessor covenants and agrees with the Lessee:

- (1) That on or before the None day of None, 1950, he will make repairs and alterations to the demised premises as follows:

- (2) That he will from time to time and at his expense make any additions, alterations or replacements that may become necessary in order to comply with any regulations or orders issued by state or municipal authorities.

- (3) That from time to time he will make such repairs as are reasonably necessary to keep the leased premises in first-class tenantable condition, including such repairs as may become necessary as the result of fire, windstorm or robbery. Should the Lessor fail to make such repairs within ten days after written demand by the Lessee, the Lessee shall have the right to have the same made and deduct the costs thereof from the rental hereunder. Lessee will pay for all interior decorating and exterior painting except those resulting from an act of God.

- (4) That during the life of this agreement, or any renewal thereof, he will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by him within five hundred feet of the premises hereby demised.

It is mutually covenanted and agreed:

- (1) That the breach of any of the covenants herein contained shall give the aggrieved party, in addition to other remedies provided by law, the right to terminate and cancel this lease.

- (2) That any fixtures placed upon the demised premises by the Lessee shall remain its property and it shall have the right to remove the same upon vacating said premises.

- (3) If the demised premises are damaged by fire or other cause, they shall be promptly repaired by the Lessor, and the rent or a proportionate part thereof, shall be abated until the premises have been restored. In the event of total destruction or damage, rendering the premises unfit for occupancy, the Lessee shall have the option of terminating the lease or continuing the same with abatement of rent as above provided. However, the Lessors may elect as to whether they will or will not replace the building.

- (5) The Lessee at its option shall be entitled to the privilege of successive renewals of this lease, each such renewal to be for a period of _____ years and subject to all the terms and conditions herein expressed, at a monthly rental of _____

Upon written demand by the Lessor the Lessee may be required within _____ days of the expiration of the original tenancy, or any renewal thereof, to elect whether or not it will exercise its renewal option for the ensuing year. In the absence of such demand, holding over after the expiration of the original tenancy, or any renewal period thereof, except the last of said periods, shall be considered an election to renew in accordance with the terms hereof.

- (6) That the terms of this lease can only be altered by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have hereunto set Super Investment Company and Dixie-Home Stores, Inc. the above written.

In the presence of:
Robert A. Dobson J.
Helen B. Hudson
 As to Lessor
Addie Poore
E. Shull
 As to Lessee

By: J. M. Clary Pres.
MELBA J. HENLEY, Trustee for Wm. H. Henley and Melba Ray Henley (L.S.)
 Lessor
 By: Melba J. Henley, Trustee (L.S.)
DIXIE-HOME STORES, INC.
 By: W. Hunter Sec-Treas.
 Lessee

For Assignment to Winn + Lovett Grocery Co. See Deed Book 544 Page 41
For Assignment to Winn + Lovett Grocery Co. See Deed Book 544 Page 41