

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA MAY 20 9 20 AM 1960

COUNTY OF GREENVILLE

LEASE CONTRACT

OLLIE E. NORTH

This lease made this 22 day of May, 1960, between John A. Park, hereinafter referred to as Lessor, and David R. Millican, hereinafter referred to as Lessee,

WITNESSETH: Lessor, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto Lessee, his Executors, Administrators and Assigns, the property situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows: No. 100 Pendleton Street, building now occupied by Select Sea Foods, Inc., for retail merchandise.

TOGETHER with all buildings and improvements thereon, and all rights, alleyways and appurtenances thereunto belonging or in anywise appertaining; and together with all Lessor's right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

TO HAVE AND TO HOLD the aforesaid premises unto Lessee, his Executors, Administrators and Assigns, subject to the provisions of this lease, for the term of five (5) years, beginning on and with the 1st day of June, 1960, and ending on and with the 31st day of May, 1965.

The said Lessee agrees to pay unto said Lessor as rental the sum of One Hundred Thirty-Five and No/100 (\$135.00) Dollars per month in advance and upon failure so to do, the said Lessor, ten days after having given Lessee written notice of his intention so to do, may declare this lease null and void, cancel the same and take possession of the premises, unless payment of said rent is made prior to the expiration of said ten-day period.

AND THE PARTIES HERETO DO FURTHER AGREE AND COVENANT together as follows:

(1) That rent begins on date of occupancy of demised premises.

(2) Lessee shall have the following privileges to renew this lease at the rental hereinafter mentioned, viz: NO OPTION.

(a) An option to renew this lease for a further term of NO OPTION next succeeding this lease at a rental during such renewal term of NONE.

Any such option may be exercised by Lessee by depositing in the United States mail a notice of his intention to exercise the same in the manner provided in paragraph 8 hereinafter, such notice to be so deposited on or before the 60th day prior to expiration of the term.

(3) Said Lessee agrees to repair at his own expense any damage to water pipes due to freezing or neglect on his part, and any other damage to the premises due to neglect on his part.

(4) Said Lessee agrees to pay ten (10) per cent attorney's fee on any part of said rental that may be collected by an attorney after same is past due.

(5) Lessee agrees to keep the premises in repair during the term of this lease, that is, all excepting the roof. The Lessor agrees to keep the roof in repair and to reimburse and indemnify Lessee from all loss or damage to Lessee's stocks, goods and merchandise

(Continued on Next Page)