

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) LEASE

S.M.S. Corp.  
G.W.M.

This lease entered into at Greenville, S. C., in duplicate, this the 7<sup>th</sup> day of ~~September~~ <sup>OCTOBER</sup>, 1965, by and between J. P. Medlock, hereinafter referred to as Landlord, and S. M. S. / <sup>CORPORATION</sup> a South Carolina corporation, hereinafter referred to as Tenant,

WITNESSETH:

J.P.M.  
RWS

That in consideration of the rent reserved and the mutual covenants and agreements herein contained, the Landlord does hereby demise and lease unto the Tenant, for use as an office and commissary in connection with the Burger King business, and upon the conditions and subject to the covenants and agreements herein set forth, for a period of five (5) years, together with a five-year option, the following described real estate, with improvements to be erected thereon:

RECORDED  
OCT 20 2 53 PM 1965  
CLERK OF COURTS  
GREENVILLE, SOUTH CAROLINA

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, known as Lot No. 2 on Grand Avenue, having a uniform width of 75 feet and a uniform depth of 120 feet. Said property is located next to property of the Landlord which has been leased to Minneapolis-Honeywell Regulator Company.

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

#1

1. PREPARATION OF PREMISES. Landlord agrees, at his sole expense, to proceed forthwith to erect an office building in accordance with plans and specifications already submitted to and approved by Tenant. Landlord agrees to complete said structure as early as possible and when the structure is completed, Landlord agrees to notify Tenant that said premises are ready for possession.

2. RENT RESERVED. Landlord hereby reserves and Tenant agrees to pay to Landlord, upon the commencement of the five-year term of this lease, a total rental of Ten Thousand, Five Hundred and No/100 (\$10,500.00) Dollars, to be paid in the following manner: sixty (60) equal monthly installments of One Hundred Seventy-Five and No/100 (\$175.00) Dollars each, in advance, on the first day of each and every month during the five-year period of this lease. It is agreed that the term of this lease shall commence when the

(Continued on next page)

For Government of South Carolina See Deed Book 971 Page 311