

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

L E A S E

THIS AGREEMENT entered into by and between Belton Sims, Jr., hereinafter sometimes called the lessor, and Henry P. Sims, hereinafter sometimes called the lessee,

W I T N E S S E T H :

The lessor, for and in consideration of the payments to him hereinafter provided for, does hereby grant, bargain and lease unto the lessee and his personal representatives the following property:

One (1) coal yard on Markley Street, in the City of Greenville, County and State aforesaid, consisting of land, building, scales, and fixtures, now in use as a coal yard;

One (1) 1936 two ton Chevrolet truck;

One (1) 1937 two ton Chevrolet truck;

One (1) 1930 Ford pick-up truck, and,

Office furniture, fixtures and equipment now in use at said coal yard.

This lease shall commence October 3, 1944, and shall continue until six (6) months after the termination of the war between the United States and Germany, or the United States and Japan, which ever is the latter, as proclaimed by the President of the United States or by joint resolution of the United States Congress.

The lessee, for and in consideration of the use of said property, does hereby promise and agree to pay to the lessor, his personal representatives and assigns, Fifty (\$0.50) cents on each and every ton of coal - slack excluded - sold and delivered through said coal yard during the term of this lease, and to maintain the leased property in the condition it now is, ordinary wear and tear excepted, and to pay for license tags and use stamps on said trucks and purchaseable in the future.

The lessee shall render unto the lessor, his personal representatives or assigns, a statement every for every calendar month, by the 10th day of the succeeding month during the term of said lease, showing the number of tons of coal sold and delivered during said period - all coal shall be considered sold on date of delivery - and shall at that time pay unto the said lessor, his personal representatives or assigns, the Fifty (\$0.50) Cents promised on each ton so sold and delivered.

The Lessee shall also buy immediately from the lessor all coal now on said coal yard, paying to the lessor whatever the same may have costed him, and, when it is sold and delivered by the lessee as aforesaid, a further sum of Fifty (\$0.50) Cents per ton, in and according to the above statement method.

In event any substantial portion of said property shall be materially damaged or destroyed by fire or other casualty, without the fault of the lessee, his agents, servants or employees, then this lease may, at the option of the lessee, be terminated and ended. There shall be no subletting without lessor's consent.

In event the lessee shall become delinquent in making any statement herein provided for, or in the making of the payment shown to be due and owing by said statement, for a period of 60 days or more, then the lessor, his personal representatives or assigns, may terminate and end this lease.

The lessor, his personal representatives or assigns, or their agents and employees, shall have access to said premises, and to all books, records and documents, at all reasonable business hours, for the purpose of verifying the correctness of any statement or statements rendered, or to be rendered, unto the said lessor.

The lessor shall pay all state, county and city property taxes on said leased