

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

S. C. Stamps \$8.40

L E A S E

THIS AGREEMENT made and entered into this 14 day of August, 1946, by and between SUPER INDUSTRIES, Inc., a corporation chartered under the laws of the State of South Carolina with its principle place of business in Greenville, South Carolina, hereinafter called the Lessor and W. WILLARD BOWERS of Greenville, South Carolina, hereinafter called the Lessee.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the premises, payments, covenants and agreements hereinafter set forth, by each of the parties to be respectively kept and performed, the Lessor does hereby release and demise unto the Lessee that property at the Southwest corner of the intersection of the Greenville-Spartanburg Super Highway and a County Road leading toward White Oak Church three miles North of the City of Greenville, said lot fronting approximately 63 feet on the Northwest side of the Super Highway and running back approximately 100 feet to the rear of the concrete block building thereon together with all equipment and fixtures now located on the premises and used in the connection with the operation of a restaurant known as "Samoa Grill". All of said equipment being shown on list of inventory attached hereto and referred to as Exhibit "A".

TO HAVE AND TO HOLD the said demised premises to the Lessee for a term of five years from August 14, 1946 to the 13th day of August, 1951 for which the said Lessee is to pay the Lessor as hereinafter provided.

The Lessee agrees to take the premises hereinabove described for the term named and to pay to the Lessor as a rental therefor ten (10%) per cent of his gross sales made on said premises, said amount to be paid in cash on Wednesday of each and every week hereafter beginning August 21, 1946, out of the gross sale for the preceding week, and the Lessee agrees that the said rental shall be not less than \$350.00 per month. It is understood that on the 14th day of each month hereafter the Lessor shall determine the amount received from the Lessee based on the ten (10%) per cent of the said gross sales for the preceding month and if the amount paid shall be less than \$350.00, then upon demand the Lessee will forthwith pay to the Lessor such amount as may be necessary to bring the minimum rental payment up to \$350.00 for said preceding month.

For the purpose of computing the rental herein it is understood that gross sales shall include all sales made by the Lessee from the premises covering merchandise, goods and services of any kind, also all sales made through vending machines, piccolos or other coin machines operated for amusement or profit on said premises.

IT IS FURTHER AGREED that the Lessee herein shall make and keep daily reports on all sales of merchandise and all receipts from the operation of any vending machines, piccolos or other coin machines operated for amusement or profit on said premises and will on Wednesday of each and every week beginning August 21, 1946 furnish the Lessor a true and accurate account of all such sales and receipts for the preceding week.

IT IS AGREED that the Lessor or its agents or accountants may at reasonable hours during the term of this lease have access to the sales reports showing all merchandise and goods sold, all receipts derived from the operation of vending machines, piccolos or other coin machines operated for amusement or profit on said premises and all goods and merchandise ~~machines~~ purchased in connection with the operation of said business.

IT IS UNDERSTOOD AND AGREED that the Lessee shall use the premises and the equipment and fixtures on this property for the operation of a restaurant and shall at all times during the term of this lease keep and maintain a Grade "A" restaurant and shall