

FIRST: "ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the corporate limits of the City of Greenville, being approximately forty (40) feet, in width by one hundred (100) feet in length and being a portion of lands owned by A. J. Jewell and Kina M. Jewell described in lease to Ballentine Grocery Stores, Inc., dated April 6, 1955, which lease was assigned to Nalley & Lollis Construction Co., Inc., by contract in writing dated May 5, 1955, both of which contracts are to be recorded simultaneously herewith. The forty by one hundred foot lot herein leased is on the southeast side and joins the 80' x 130' store building now being constructed by Nalley & Lollis Construction Co., Inc., for Ballentine Grocery Stores, Inc., on the Jewell property above mentioned."

SECOND: The right to the lessee to use for himself, his employees and customers in connection with the operation of any business in or upon the lot herein leased the parking lot now being constructed or prepared upon the lot leased by A. J. Jewell and Kina M. Jewell to Ballentine Grocery Stores, Inc., on April 6, 1955, it being understood that the parking lot shall be used by the occupants of the lot herein leased and his, her or their employees and customers in common with the occupants, employees and customers of the 80' x 130' Ballentine store building now being constructed adjoining the lot herein leased and said parking lot shall also be used in common with the occupants, employees and customers of any other building or business which may be constructed or operated upon the Jewell property described in the above mentioned lease of April 6, 1955."

2. At the termination of this lease the lessee shall immediately surrender the premises to the lessor in the same condition as received, ordinary wear and tear incident to the operation of a drug store alone excepted, and the lessee shall at all times during the term of this lease, make at his own expense, all repairs necessary and caused by excessive loading or other injurious use of the premises above and beyond the ordinary wear and tear incident to the operation of a retail drug store, it being the intention of the parties that the lessor shall, during the term of this lease, maintain only the roof and outside walls of the building to be constructed.