

THIS AGREEMENT, made and entered into this 1st day of October, A. D. 1929, by and between OSCAR E. DOOLY, JR., party of the first part, which term shall include his heirs and assigns wherever and whenever the context, so requires or admits, hereinafter for convenience styled the Lessor, and Southern Public Utilities Company, a corporation duly organized and existing under the laws of one of the States of the United States, party of the second part, which term shall include its successors and assigns wherever and whenever the context so requires or admits, hereinafter for convenience styled the Lessee.

WITNESSETH:

That in consideration of the covenants and agreements mentioned and to be performed on the part of the Lessee, and the payment of the rental hereinafter designated to be paid in accordance with the provisions of this lease, and for other good and sufficient considerations, the said Lessor has leased, rented, let and demised and by these presents does lease, rent, let and demise unto the said Lessee, the three (3) story brick building together with the lot on which the same is located on the Southeast side of Main Street, in the City of Greenville, County of Greenville and State of South Carolina, and known and designated as number 111-113.

To have and to hold the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents paid by the Lessee herein) unto the said Lessee, its successors and assigns for a full term of five (5) years beginning on the first day of October A. D. 1929 and terminating on the thirtieth day of September, A. D. 1934; and the said Lessee, for and in consideration of the use and occupation of said premises as aforesaid, hereby covenants and agrees with the Lessor that it will pay to the Lessor as rent for the use and occupation of the above described property, the following sum or sums of money, to-wit;

Six Hundred (\$600.00) dollars per month during the entire term, payable monthly on or before the last day of each and every month.

COVENANTS OF THE LESSEE

1. The Lessee covenants, agrees, obligates and binds itself to keep the buildings and premises herein and hereby leased in good repair at its own expense during the full term of this lease and to surrender the premises to the Lessor herein at the end of the term in the same condition as they now are, excepting that the destruction of the premises by fire or act of God shall excuse the literal performance of this condition and the premises may be surrendered in the condition to which they have been reduced by reason of fire or act of God.

2. The Lessee covenants and agrees that it will not alter or change the buildings now located on the premises or add to the same or erect new buildings without first having obtained the consent of the Lessor herein in writing and further covenants and agrees that it will not allow any lien to be filed against the property by reason of repairs and improvements, erections, destruction or alterations to be made on any of the buildings now on or later to be placed on the premises and will pay or cause to be paid all such liens as and when the same accrue.

3. The Lessee covenants, agrees, obligates and binds itself to pay all rentals and all bills incurred by reason of repairs, as hereinbefore provided for, on the premises promptly, as and when the same shall become due, provided that the lessee shall not be liable for any repairs or loss or damage on account of fire.

4. The Lessee covenants and agrees that the premises herein and hereby leased shall not be used for any illegal or immoral purpose or business and that if by reason of any illegal act or acts, any claim, either civil or criminal be made against the Lessor herein, the Lessee herein hereby agrees to save harmless the Lessor from the consequences of such act and furthermore obligates and binds itself to promptly and speedily pay any final judgment or decree that may be obtained against the Lessor by reason of any breach of the covenants of this lease in this paragraph contained. Provided, however, that the Lessee shall in the event of any complaint, claim or suit against the Lessor on account of the use of the said premises for any illegal or immoral purposes of business, be notified in writing by the Lessor, the Lessee to have the privilege at its option of defending said complaint, claim or suit.

5. The Lessee hereby covenants and agrees not to sublet the premises herein and hereby leased or assign this lease without the Lessor's written consent to such assignment or subletting.

COVENANTS OF THE LESSOR

1. The Lessor covenants and agrees that he is the owner and holder of the land herein leased and has full power and lawful authority to lease the said property for the period of time aforesaid.

2. The Lessor covenants and agrees that upon the Lessee's compliance with the terms and conditions hereof, it shall quietly and peaceably hold possession and enjoy the said premises for the full term of the lease without any let, hindrance or molestation from the Lessor or any person claiming by, through or under him and that he will defend the title to the said property.

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3. The Lessor further covenants and agrees not to hold the Lessee liable for damages for any wilful or negligent act committed by the Lessor over which the Lessee has no control.

MUTUAL COVENANTS

1. It is mutually agreed and no waiver of any condition of agreement in this instrument contained or acquiescence in any breach thereof shall be taken to constitute a waiver of any subsequent breach.

2. That damage to or destruction of any buildings on the premises herein and hereby leased by fire or act of God shall not automatically act as a cancellation of this lease, it being the intention of the parties that the lease shall continue notwithstanding such damage unless the premises cannot be repaired so as to be habitable for the uses and purposes of the Lessee herein within a period of three (3) months from the date of such damage; that during the interim between the date of such damage and the time when the premises are repaired, the rental shall be cancelled if the premises are totally destroyed or so completely destroyed as to prevent their being occupied as above mentioned and shall be reduced to a figure mutually agreed upon or in the event of failure to reach such an agreement that shall be placed thereon by three disinterested persons, one to be selected by the Lessor, one to be selected by the Lessee and the third to be selected by the two individuals so appointed, until, such time as the premises are repaired.

3. It is understood and agreed that in the event of destruction of said premises in whole or in part, the Lessor may, at his option, refuse to repair or reconstruct the said premises, in which event, this lease shall terminate forthwith upon the Lessor giving notice of his intention to the Lessee and the Lessor shall not be liable to said Lessee for damages by reason of such termination of said lease.

4. It is further agreed that all notices which may be required for the parties hereto to serve upon each other shall be in writing and may be served personally or through the mail addressed to the last known address of the party to be served.

5. It is mutually understood and agreed that the Lessee shall have no authority to create any liens on the Lessor's interest in and to the above described property and all parties contracting with the Lessee are hereby charged with notice that they must look to the Lessee and to the Lessee's interest alone to secure the payment of any bill for work done or material furnished during the term of this lease.

6. It is further agreed that all bills incurred for water, electricity, gas, telephone service or any other public commodity that may be supplied to the Lessee or to any other person occupying the premises herein and hereby leased during the rental period herein and hereby created are to be paid by the Lessee herein for the payment of which said bills the Lessee herein obligates and binds itself.

7. It is further agreed that the Lessee herein accepts the property in its present condition being governed by its own personal inspection of the premises and in executing this lease it has not been governed or influenced by any representation of the Lessor, and that no stipulation, reservations, exceptions, or conditions whatsoever have been made or entered into in regard to said property which will in any way vary, contradict or impair the validity of this lease or of any terms or conditions herein contained.

DEFAULTS

1. It is agreed between the parties that in the event the rentals as herein provided shall remain unpaid for sixty (60) days after the same shall become due and payable, or in the event a breach of any of the covenants or agreements herein contained shall continue for thirty (30) days, the Lessor may, at his option, elect to declare the entire amount of rental moneys due and payable for the full term of the lease forthwith and shall be entitled to recover the full amount by action at law or otherwise and may, with or without judicial process and without notice, re-enter and retake possession of the premises at once.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal and the party of the second part has caused these presents to be signed in its name by its President, its corporate seal attached, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

H. D. Boove  
Alfred E. Belt  
J. P. Lucas  
J. E. Graham

as to second Party.

O. E. Deely, Jr. (Seal)

Southern Public Utilities Company,  
a Corporation,

BY: E. C. Marshall  
President

Attest:  
N. Hudson  
Asst. Secretary.



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