

Lease

This Indenture, made and entered into this 22nd day of January, in the year 1937, by and between Madie Floyd, Paul Floyd, Gladys Floyd King, Lockie Floyd Paston and Evelyn Johnson hereinafter designated as Lessors (which term or one or more individuals), and Southern Grocery Stores, Incorporated a Delaware corporation with headquarters in Atlanta, Georgia hereinafter designated as Lessee,

Witnesseth: That the parties hereto, in consideration of the mutual covenants, promises and agreements herein contained, do hereby agree as follows:

Lessors do hereby demise and lease to Lessee the premises situated in the City (or town) of Greenville, County of Greenville, State of S. C. known as no Woodside Circle, just off Rutherford Street including the land and all improvements thereon and/or to be erected thereon, more particularly described as follows:

The Lessors agree to erect a galvanized iron building according to plans and specifications furnished to Lessee by Lessors; size of building to be 60 x 100 feet, located on Woodside Circle just off Rutherford Street, in Greenville, South Carolina.

Lessors also agree to lease Lessee the vacant lot between the building to be erected and Woodside Circle lying between the make property and the Pacey Property, said lot measuring approximately 40 x 100 feet.

Lessors further agree that if the Lessee so desires to have the vacant lot fenced in and covered with gravel, they shall do the work provided Lessee furnishes all material, including posts, wire and gravel.

To Have And To Hold the above described premises, together with the tenements, hereditaments, appurtenances and easements thereunto belonging for a term of Three (3) years, beginning on the 15 day of May, 1937, (or as soon thereafter as the premises are ready for occupancy, which date shall be specified in writing by Lessors), and ending (in either such event) on the 14 day of May, 1940, at a monthly rental of Seventy + no/100 Dollars (\$70.00), payable on or before the first day of each and every month during the term, in advance, by check mailed to Lessors at Greenville, S. C. or such other place or place as Lessors may designate in writing. Any rent for fractional part of month at beginning or end of term to be pro rated.

Lessee may, at its option, cancel this lease, if, for any reason not chargeable to Lessee, the premises are not ready for occupancy within, or possession of the premises is withheld from Lessee more than thirty (30) days after the specific date hereinbefore indicated for lease to commence, unless Lessee agrees in writing to an extension of time for delivery of possession and commencement of lease term.

If Lessors desire Lessee to actually vacate said premises at the expiration of this lease (including any extension of same), Lessors shall during the month next before the final month of the term, notify Lessee in writing, requesting possession, and in such event Lessors may immediately upon expiration of such term re-enter and possess said premises; if such notice is not given and if Lessee retains possession after the expiration of such term, it shall by virtue of this agreement become a tenant by the month at the same rental per month as the last monthly installment becoming due under this lease agreement, subject to all conditions and covenants of this lease, and such monthly tenancy shall be terminable on thirty (30) day written notice by either party to the other.

Lessors hereby covenant and warrant that they are vested with full right to make this lease agreement and that they will keep and secure Lessee in the peaceful use and possession of said premises during the term of this lease, and any extension of same, unless Lessee defaults in the payment of rent or other obligations herein contained; that the improvements on said land are constructed