

TITLE TO REAL ESTATE

LEASE made between P. F. Cureton

hereinafter called Lessor, and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, having its principal office and place of business at 420 Lexington Avenue, New York, N. Y., hereinafter called Lessee.

WITNESSETH, That the Lessor hereby leases and demises to the Lessee premises now known as Brick building to be erected on lot known as 133 Augusta Street, Greenville, S. C. Dimensions of said lot being approximately 150 ft. wide and 200 ft. deep. Building to be 75 ft. wide and 110 ft. deep.

wherein the Lessee intends to conduct a general merchandising business;

See attached rider for specifications

TO HAVE AND TO HOLD the above described premises or property from the First day of March, 1939, to the last day of Feb., 1944, and for said premises or property the Lessee agrees to pay the Lessor, his heirs or assigns, on or before the first day of each month, the sum of \$200.00. No default for less than 30 days shall be a forfeiture of this lease; nor shall a bona-fide dispute as to the Lessor's liability to make repairs be so treated.

Monthly rent payment to be offered to Henderson & Martin, Agents

The Lessee, at its option, shall be entitled to the privilege of three successive extensions of this lease, each extension to be for a period of two years and on the terms and conditions, and at the rental, herein stated.

Occupancy beyond the term of this lease or any extension hereof shall be deemed the Lessee's exercise of this option for the current year.

The Lessee is given the right to cancel this lease on thirty days' notice and to terminate all liability hereunder, should, during the term hereof or of any extension, any chain store tax or tax coming within that general definition be imposed, or increased to a point which the Lessee believes will make the operation of the store unprofitable, and its determination in this behalf shall be conclusive and exclusive; or, if after 90 days' operation under any such existing tax, operation be found unprofitable, the same right of termination exists.

The above clause shall not become effective until after the expiration of the original term of lease.

The Lessee may terminate this lease if the operation of the store herein described becomes impractical or unprofitable, because of strikes or union labor activities, of which it is to be the exclusive judge, on thirty days' written notice of its intention so to do.

The above clause shall not become effective until after the expiration of the original term of lease.

The Lessor obligates himself to renovate or repair the premises to the Lessee's satisfaction, in such manner as will make the leased premises thoroughly sanitary and in first class tenantable condition, and to keep them in that condition; and he assumes liability for all damage resulting from his breach of this covenant. He agrees to replace and repair any part of the property or any appurtenance rendered unfit for use by reason of any act not attributable to the Lessee. This also includes plate glass windows.

The Lessor agrees to have sufficient electrical circuits in the store and to take care of any change in electric wiring or electrical outlets which may become necessary to conform with the laws of the state, county or town.

Lessee agrees to give Lessor privilege of using driveway to buildings in rear of lot beyond the 200 foot depth.

The Lessor will pay all taxes, assessments in connection with the property hereby leased, and, at his expense, comply with all lawful orders of the Authorities; and install such hot water heaters or other equipment which may be lawfully directed by the Authorities under the Sanitary Code, or otherwise. And he obligates himself not to lease, rent or permit to be occupied a store wherein he is interested in which commodities such as are sold by the Lessee are sold at retail, within 500 feet of the premises herein described, during the term of this lease or any extension thereof; and damages for the violation of this covenant are agreed to be the rent the Lessee would otherwise have to pay during the term of this lease or any extension thereof, but these liquidated damages shall not be exclusive of the Lessee's right of injunctive or other appropriate relief.

IT IS AGREED that if the premises be damaged by fire or other casualty, they shall be promptly restored to proper condition by the Lessor, and during the period of unfitness of occupancy no rent shall be paid, or the lease may be terminated, at the option of the Lessee. In the event of total destruction of the premises by fire or other casualty, the Lessee's liability, at its option, for rent shall cease, and the Lessor will make pro rata refund of the rent which may have been paid for that period of non-use by reason of said fire or other casualty.

It is optional with the lessee as to whether they shall repaint these premises, if, at the expiration of this term of the lease or any extension thereof, the lessee decides to vacate.

The fixtures placed on the premises or in the store shall continue to be the property of the Lessee and may be removed when possession is surrendered. This also includes shelving.

This written lease contains all agreements of the parties hereto and becomes binding on Lessee only when duly executed by it.

IN WITNESS WHEREOF the parties do hereunto set their hands and seals on this, the 8th day of Nov., 1938.

Adeline Cleland

C. B. Martin

J. G. Christian, Jr.

Ashley L. Hogewood

P. F. Cureton (L.S.)
Lessor

THE GREAT ATLANTIC & PACIFIC TEA COMPANY
By M. A. Hogewood
Authorized Official