

LEASE made between The Liberty Life Insurance Company

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 628 Buncombe Street, Greenville, South Carolina. Dimensions of said lot being approximately 102 ft. wide in front, 93 ft. wide in rear, 258 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 February, 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 \$350.00. 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 payments to be offered to The Liberty Life Insurance Company

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

In the event for causes beyond control of the Lessor, the construction of the within mentioned building shall not be complete and ready for occupancy by the Lessee by March 1, 1939, then the beginning of the term of this lease shall be postponed until the first of the month following the completion of said building and this lease once it has begun under this provision shall continue thereafter for a period of Five Years, upon the same terms and conditions as above recited.

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 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. He agrees to replace any plate glass windows rendered unfit for use by reason of any act not attributable to the Lessee. Except the Lessee is to make all repairs, painting or renovation on the interior of the building during the term of this lease or any extension thereof.

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.

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 for occupancy no rent shall be paid. In the event of total destruction of the premises by fire or other casualty the lease shall terminate and the Lessor will make prorata 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 20th day of Dec., 1938

Wm. P. Anderson

The Liberty Life Insurance Company

C. B. Martin

By W. Frank Hipp, President (L.S.)  
Lessor

J. G. Christian, Jr. as to lessee

Ashley L. Hogewood as to lessee



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

Authorized Official