

STATE OF SOUTH CAROLINA;
COUNTY OF GREENVILLE ;

LEASE AND AGREEMENT

This LEASE AND AGREEMENT, made and entered into this 27 day of March, 1939, by and between Walter S. Griffin, Jr., hereinafter referred to as the Lessor, and B. F. Thackston and Mrs. Sarah W. Thackston, trading and doing business under the firm name and style of Thackston Chevrolet Company, a partnership, hereinafter referred to as LESSEES, WITNESSETH:

The Lessor, for and in consideration of the rents, covenants and agreements of the Lessees as hereinafter set forth does hereby lease, demise and rent unto the Lessees, their heirs or assigns the following described property:

All that certain piece, parcel or lot of land situate on the North side of Springwood Avenue (formerly Elford Street) and being more particularly described as follows:

BEGINNING at a point on the north side of said Springwood Ave., which point is 206 ft. west of the property line at the northwest corner of North Main St. and Springwood Ave. and running thence in an easterly direction with Springwood Ave. 57 ft. to a point; thence in a northerly direction 135 ft. to a point; thence in a westerly direction 57 ft. to a point; thence in a southerly direction 135 ft. to the beginning corner.

The Eastern 11 feet of the above lot fronting on Elford Street with a depth in parallel lines of 135 feet is a portion of the same property conveyed the Lessor by L. M. Davenport by his deed dated December 9, 1939, and recorded in Deed Book 207, Page 259, R. M. C. office for Greenville County, and said 11 foot strip is subject to the terms, conditions and restrictions with reference to storage and sale of oil products as contained in said deed, but only said 11 foot strip is restricted in said respect and the remaining 46 feet of said lot has no such restrictions.

TO HAVE AND TO HOLD the premises above described with a building to be erected thereon for a period of five years commencing on the 7th day of May, 1939, and ending on the 6th day of May, 1944, subject to the terms, conditions and provisions hereinafter imposed.

The Lessees hereby agree to pay to the Lessor the sum of \$135.00 per month during each and every month during the continuation of this lease, which sum is to be payable at the end of each and every consecutive month.

The Lessor as a part of the consideration above named agrees to erect and construct upon the lot above described a one-story brick and steel building covering the entire premises hereinabove leased, the same to be constructed in accordance with the plans and specifications which have heretofore been agreed upon by the parties hereto.

It is understood and agreed that the Lessees will use said lot and the buildings to be erected thereon, in connection with the automobile sales and service business of said Lessees.

It is further agreed between the parties hereto, that in the event said building which is to be erected has not been completed and ready for occupancy by May 7, 1939, then this lease shall not become effective and no rent shall be due thereunder until said building has been built and ready for occupancy, but the period of this lease is not to extend beyond May 6, 1944.

It is further agreed between the parties hereto that the Lessees shall have the use of the vacant lot on Elford Street which adjoins the above described premises on the East and fronts on Elford Street a distance of 49 feet and extends back in parallel lines 135 feet. The Lessees shall pay an additional monthly rental of \$15.00 per month, payable in the same manner as referred to herein for the other leased premises, provided, however, it is distinctly understood and agreed between the parties hereto that either party hereto shall have the right to terminate the use of said vacant lot by giving thirty days' notice in writing to the other party.

It is further agreed between the parties hereto that under no circumstances will the Lessor obstruct or permit to be obstructed in any wise or manner during the term of this lease a 5 foot strip of land adjoining the lot hereinabove first described, immediately on the East and extending back a depth of 135 feet in parallel lines, and the reason for this provision is in order that the Lessees shall have a light and air easement for the Eastern wall of the building to be constructed on the premises first described above.

It is further understood between the Lessees and Lessor that in case of fire, storm, or other casualty beyond the control of the Lessees which shall render said premises unfit, for occupancy, then, the obligation imposed hereunder to pay rent shall cease and terminate proportionate to the damage done and the usefulness of said premises for the Lessees' business until said premises can be restored to its former condition by the Lessor, and the Lessor shall have a reasonable time in which to make the necessary repairs, and should the premises herein leased on account of such casualty as above set forth or other act of God be rendered totally unfit for occupancy by the Lessees, and in the Lessees' opinion, then the Lessees shall have the right to terminate this lease and agreement.

It is further understood and agreed between the parties hereto that upon the termination of this lease, whether by expiration or as otherwise provided herein, the Lessees may remove