

STATE OF SOUTH CAROLINA.
COUNTY OF GREENVILLE.

AGREEMENT.

THIS MEMORANDUM OF AN AGREEMENT made and entered into this 11th day of April, 1940, between G. H. Bailes, hereinafter designated Landlord, and Rey's, Inc., a corporation organized and existing under the laws of the State of South Carolina, hereinafter designated Tenant, WITNESSETH:

1. In consideration of the mutual obligations herein assumed, the parties hereto do hereby alter, amend and supplement the lease agreement made and entered into between said parties on April 8, 1937, recorded in R. M. C. Office for Greenville County, State aforesaid, in Deed Book 198, at page 202, and hereto attached, in the following manner, to-wit:

(A) The Landlord does hereby agree to make alterations and improvements in the three story building described in the lease, as aforesaid, including the construction of a new front, new windows, lowering the floor and making sundry other improvements, all as is to be shown on the specifications of Beacham & LeGrand, architects, now in the process of preparation; said alterations and improvements not to exceed in cost the sum of Ten Thousand and no/100 (\$10,000.00) Dollars;

(B) In consideration of the making of said improvements, as aforesaid, the lease hereinabove referred to is hereby altered and amended in the following respects, viz:

(a) Tenant agrees to pay to the Landlord as rental for the premises described in said lease the sum of Five thousand, four hundred and no/100 (\$5,400.00) Dollars per annum, payable in equal monthly installments of Four Hundred, fifty and no/100 (\$450.00) Dollars, in advance, on the first day of each and every month, for the entire term of said lease, as hereby supplemented, subsequent to the date of the completion of said improvements and alterations. Prior to the date of the completion of said improvements and alterations the rent on said premises shall remain as stipulated in the lease agreement which is altered hereby.

(b) The term of said lease is hereby extended for a period of five (5) years from its present expiration, namely, from the 30th day of June, 1942, to the 30th day of June, 1947.

(c) If, at the expiration of this lease, the Landlord is still the owner of the premises hereby demised, Tenant is hereby granted an option to rent said premises for an additional term of five (5) years from the expiration date herein fixed, at a rental of Six thousand and no/100 (\$6000.00) Dollars per annum, provided that in the event Tenant desires to exercise such option notice thereof shall be given Landlord on or by the 1st day of January, 1947.

2. Except as herein altered, every obligation and right of the respective parties hereto, under the lease bearing date April 8, 1937, as aforesaid, is hereby ratified and confirmed.

Witness the hands and seals of the respective parties hereto, in duplicate, this day and year first above written.

Signed, sealed and delivered
in the presence of:

T. Allen
Charles C. Aiken

G. H. Bailes (L. S.)
Landlord.

REY'S, INC.

BY: William S. Reyner, (L. S.)
Tenant. President.

State of South Carolina,
County of Anderson.

Personally appeared Charles C. Aiken, and made oath that he saw the above named G. H. Bailes, Landlord, and Rey's Inc., by Wm. S. Reyner, President, Tenant, sign, seal, and as their act and deed deliver the within written agreement, and that he with T. Allen, witnessed the execution thereof.

Sworn to before me this 11th day of April, A. D. 1940.

Charles C. Aiken

T. Allen (L. S.)
Notary Public for S. C.



State of South Carolina,
County of Richland.

Agreement.

For valuable consideration, I, Charles Reyner, of the County and State aforesaid, do hereby guarantee unto G. H. Bailes, the above named Landlord, the payment of all rent reserved, and the performance of every other obligation assumed by Rey's Inc., Tenant, in the above agreement, and the lease agreement, dated April 8, 1937, to which the above agreement is an alteration and amendment, for the period of time beginning with the completion of the alterations and improvements on said demised premises, in accord with the terms of the foregoing agreement, and extending for a period of three (3) years therefrom.

Witness my hand and seal this ___ day of April, A. D. 1940.

In the presence of:

Charles E. Owens, Jr.
Charles L. Ford, 3rd.

Charles Reyner (L. S.)