

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

## LEASE AGREEMENT

This agreement made and intered into this   ✓   day of April, 1946 by and between the Piedmont Corporation hereinafter referred to as the Lessor, and Jas. Y. Nelson and H. D. Rogers doing business under the name of the R & N Billiard Parlor, Hereinafter referred to as the Lessee.

## W I T N E S S E T H:

For and in consideration of the rents reserved and the mutual covenants, promises, and agreements hereinafter contained, it is agreed as follows:

1. That the Lessor does hereby grant, bargain, demise and lease unto the Lessee, and the Lessee does hereby hire and accept from the Lessor, the following described property, with the buildings and improvements thereon, together with the use of all exits, entrances, and pertinent passageways, located in the City of Greenville, County of Greenville, State of South Carolina, to-wit:

Being the entire second floor of the building now owned by the Piedmont Corporation located on the South East corner of West Washington and Laurens Streets and known as No. 23 $\frac{1}{2}$ .

2. To have and to hold unto the Lessee, its successors and assigns, for and during the term of ten (10) years, beginning April 1, 1947, and ending March 31, 1957.

3. The Lessee is to occupy the premises described above at a rental of One Hundred Twenty Five and no/100 (\$125.00) Dollars per month or a gross amount due for the entire term of this lease of Fifteen Thousand and no/100 (\$15,000.00) Dollars. The rent is to be paid at the end of the month and not in advance, but in no case shall the rent be paid later than the 1st of the following month.

4. This lease shall not be assigned by the Lessee, or the premises or any part thereof sublet, without first obtaining the written consent of the Lessor.

5. The Lessor covenants and agrees that during the continuance of this lease it will keep in good condition only the roof, outer walls, and downspouts of the building on the demised premises, and shall be liable to the Lessee for any injuries and damages caused to the Lessee because of the condition of said roof, outer walls, and downspouts, or because of its failure to repair the same, but not from what might be termed an act of God. It is further understood and agreed that the tenant causing any damage to any other occupant of this building owned by Lessor, it is a matter to be adjusted between said tenants, and the Lessor will not be liable for any damage.

6. Lessee covenants and agrees that it will not use, or permit said premises to be used, for any unlawful purpose or knowingly permit thereon anything which may be or become a nuisance, and that it will not knowingly do or knowingly permit to be done on said premises anything which may render void or voidable any policy of insurance of said premises against fire or other casualty or which may render any increase or extra premium payable for such insurance. If so Lessee will be liable for any damage done said building, also any difference or increase in insurance premium now in force.

7. The Lessee further covenants and agrees that, except those herein provided to be made by Lessor, it will take the building just as it stands and will at his own expense make all necessary alterations, improvements, and repairs to the demised premises; and at the expiration of the term of the Lease, Lessee will deliver said premises in as good condition as they shall have been in at the beginning of the term, reasonable wear and tear alone excepted.

8. All improvements during the term of the lease are to become a part of the premises with