

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

L E A S E

THIS AGREEMENT made and entered into this 29 day of May, 1944, by and between Mrs. Rouss McKnight Thomas of Durham, North Carolina, hereinafter referred to as Lessor, and Fountain Inn Frozen Food Plant, Inc., a corporation organized, created, and existing under the laws of the State of South Carolina, with its principal place of business in Fountain Inn, South Carolina, hereinafter referred to as Lessee,

W I T N E S S E T H:

That for and in consideration of the payments to be made by Lessee as hereinafter provided, and in further consideration of the covenants made by the Lessor and Lessee as hereinafter set forth, it is agreed as follows:

(1) That the Lessor does hereby demise and lease unto the Lessee the following described property;

All that certain piece, parcel and tract of land situate, lying and being on the east side of Main Street in the town of Fountain Inn, S. C., at the corner of Main and Jones Streets, measuring 66 feet on Main Street and extending back from Main Street between parallel lines and along Jones street 80 feet.

Also the first floor of the two story brick building situated on the east side of Main Street at the corner of Main and Jones Streets and located on a portion of the property herein leased, said building extending back approximately 70 feet.

Also all the one-story building facing on Main Street in Fountain Inn, S. C., at the north of the two story building hereinabove referred to and located on a portion of the property herein leased.

Also a right-of-way 15 feet wide across the lot of the lessor between the two-story brick building above described and the colored cafe and hotel of the Lessor which faces on Jones Street, for the purpose of ingress and egress to the property herein leased. If Lessor desires to build on said vacant lot or lease same or use it for other purposes, she reserves the right to change said right-of-way so that it will be located at the rear of her said colored cafe and hotel and connect the leased premises with the 16-foot City Alley extending back from Jones Street, said right-of-way to run across property which Lessor is purchasing from the estate of W. E. McKnight.

Lessee shall not construct any building on the 10-foot strip of land at the rear of the two-story building without the written consent of Lessor.

A sketch of the property leased, exclusive of the right-of-way, is herewith attached and made a part of this lease.

Lessor reserves the second floor of the two-story building herein leased, and also the use of the outside steps to said second floor, which extend from the second floor down to Jones Street sidewalk.

(2) TO HAVE AND TO HOLD unto the Lessee, its successors, and assigns, for and during the term of five (5) years, beginning June 1, 1944, and ending May 31, 1949.

(3) The Lessee hereby agrees to pay to the Lessor for and during the term of this lease the following rental:

(a) A total rental of One Thousand Nine Hundred Fifty and no/100 Dollars, (\$1,950.00), in equal monthly installments of Thirty-two and 50/100 Dollars (\$32.50) per month on or before the 10th day of each calendar month, for the entire period of this lease.

(4) The Lessee shall have the option of renewing this lease for successive periods of five (5) years each after May 31, 1949, upon giving the Lessor sixty (60) days written notice of its intention so to do, provided, however, that the Lessee shall not have the option of renewing this lease for more than four (4) such successive additional periods so that the full term of this lease or any renewal thereof shall not extend beyond May 31, 1969, twenty-five (25) years from the effective date of this lease. In the event of the exercise of any one or more of such options, the Lessee agrees to pay the Lessor the same rental as hereinabove set forth for the original term, and said renewal shall be upon the same terms and conditions as herein set forth for the original term.

(5) The Lessee shall, during the term of this lease, or any renewal thereof, have the option of cancelling this lease upon giving to the Lessor sixty (60) days written notice of its intention so to do. If said option to cancel is exercised by Lessee, Lessee shall pay to Lessor the sum of Three Hundred Ninety and no/100 Dollars (\$390.00), that being twelve (12) months rent from the date of the termination of the lease.

(6) The Lessor covenants and agrees that during the continuance of this lease or any renewal thereof, she will make the necessary repairs to the roofs, outer walls and down spouts of the buildings on the demised premises. It is understood and agreed that said roofs,