

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE (

L E A S E .

This Lease made and entered into this 10th day of October, 1946, by and between W. M. Batson, Jr., hereinafter referred to as LESSOR, and Colonial Cafe, a Corporation, hereinafter referred to as LESSEE,

W I T N E S S E T H :

The Lessor does hereby lease unto the Lessee a new concrete block building, size approximately 20 feet by 40 feet, situate at the Southeast corner of the new Buncombe Road and Marlin Street, near the City of Greenville, State of South Carolina, together with the Eastern one-half of the part of lot No. 58, as shown on plat of property of J. M. Perry, recorded in the R. M. C. Office for Greenville County in Plat Book "H" at page 183, owned by the Lessor, conveyed to him by Mary A. Hightower by deed recorded in said Office in Deed Book 266 Page 23, for a period of five (5) years, beginning November 1, 1946, and ending October 31, 1951, with the option by the Lessee to renew this lease upon the same terms and conditions for an additional period of five (5) years, beginning November 1, 1951, and ending October 31, 1956. It is understood and agreed that if the Lessee elects to exercise said option for said extended period it shall notify the Lessor in writing at least thirty days prior to November 1, 1951 of its intention to exercise such option.

As rent for the use and occupancy of said premises the Lessee hereby agrees to pay to the Lessor the sum of Fifty (\$50.00) Dollars per month, payable on the first day of each and every month in advance, beginning November 1, 1946, and continuing for the full term of said lease and for the extended term, if the Lessee elects to exercise the option for said extended term. However, it is understood and agreed that the Lessee shall have a grace period of ten (10) days within which to make said monthly payments without being in default on the same.

It is understood and agreed that the Lessor is to be responsible for the repairs to said building and shall keep said building in as good condition as it now is, reasonable wear and tear excepted.

In the event of the total destruction of the building by fire or other casualty, or such damage thereto from said cause or causes as may render said building unusable for Lessee's business, the within Lease shall cease and terminate. In the event of partial damage to said building rendering same temporarily unfit for use by Lessee, the Lessor shall restore the same to its original condition and during such period of time necessary for said repairs and restoration, the rentals herein provided for shall be abated.

The parties hereto do bind themselves, their successors, heirs and assigns to the full and faithful performance of all terms and conditions hereof and in case of default by the Lessee in the payment of rent, the Lessor shall have the right to terminate said Lease and to reenter and take possession of said premises.

IN WITNESS WHEREOF The Lessor has hereunto set his hand and seal and the Lessee has caused this Lease to be executed by Edward C. Karolyi, President, and Ethel G. Karolyi, Secretary, and its corporate seal to be hereto affixed the day and year first above written.

IN THE PRESENCE OF

Lewis R. Williams
S. E. Colvin, Jr.

W. M. Batson, Jr. (L.S.)
LESSOR.
COLONIAL CAFE (L.S.)
By Edward C. Karolyi
President
And Ethel G. Karolyi
Secretary

For transfer of Lease see Deed Book 335 Page 179
For transfer of Lease see Deed Book 383 Page 39.