

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

LEASE

This agreement made this 8th day of March, 1947 between B. B. O'Shields, hereinafter called the lessor, and John B. A. Burns, hereinafter called the lessee, witnesseth:

That the said lessor does hereby lease, demise and let unto the said lessee, his heirs and assigns all that lot or tract of land with brick store building thereon known as No. 619 E. North Street, Greenville, South Carolina, from the 1st day of January, 1947 for the term of five (5) years, said lease to expire on the 31st day of December, 1951, yielding therefor during said term the rent of Six Thousand (\$6000.00) Dollars, payable in equal monthly installments of One Hundred (\$100.00) Dollars each, payable as follows: On the 1st day of January, 1947 and a like amount on the 1st day of each month thereafter during said term.

It is understood that the said premises are to be used and occupied by the lessee as a dry cleaning establishment or plant and for no other purpose except with the written consent of the lessor. It is understood that the lessee is to have the privilege of installing and maintaining to the rear of said building a boiler room used in connection with the operation of said dry cleaning plant.

The lessee agrees that he will, during said term, keep said premises in good and tenantable repair, reasonable wear and tear excepted, and that he will make no alteration to or addition to said premises without the consent of the lessor being first obtained in writing. However, it is understood and agreed that the lessor is to keep the roof in good repair, and the outside walls of said building including the plate glass fronts.

The lessee agrees that he will not assign this lease or underlet the said premises or any part thereof without the consent in writing of the lessor.

The lessor, or his agent, may at reasonable times enter upon the said premises to examine the condition of same; that the lessee will, at the end of said term, quietly yield up the said premises in as good and tenantable conditions in all respects, reasonable use and damage by fire and other unavoidable casualty excepted, as same now are.

It is agreed and understood that the lessee, John B. A. Burns, shall have the right or privilege of renewing this lease for a term of five (5) years at the expiration of the term above written, provided however that he gives to the lessor ninety (90) days previous written notice of his desire to exercise said option or privilege of renewal. Should said option or privilege be exercised by the lessee it will be on the same terms and conditions as the lease herein written except as to the amount of rent. As to the rent it is agreed that it will be fixed by the parties hereto at the rent prevailing in said area for a like building at the time of the expiration of said term or exercising the privilege of renewing said lease. This privilege is limited to the lessee and not to his heirs or assigns.

Provided always, and these presents are upon the condition, that if said rent, or any part thereof, shall at any time be in arrear or unpaid, or if the lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained and on his part to be performed and observed, or if the lessee shall become bankrupt or insolvent or shall compound with his creditors, then and in any such case it shall be lawful for the lessor or any person or persons duly authorized by him in that behalf, without any formal notice or demand, to enter into and upon said demised premises, or any part thereof, in the name of the whole, and the said premises peaceably to hold and enjoy thenceforth as if these presents had not been made, without prejudice to any right of action or remedy of the lessor in respect of any antecedent breach of any of the covenants by the lessee hereinbefore contained.

Provided also, that in case said building and premises, or any part thereof, shall at any time be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be unfit for occupation or use, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended and cease to be payable until said premises shall be rebuilt or made fit for occupation and use by the said lessor, or these presents shall thereby be determined and ended, at the election of the said lessor.