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Lease made between Edward S. Ballenger, 143 Clarendon Avenue, Greenville, South Carolina

hereinafter called Lessor, and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, having its principal office and place of business at 420 Lexington Avenue, New York, N. Y., hereinafter called Lessee.

WITNESSETH, That the Lessor hereby leases and demises to the Lessee premises now known as brick store room to be constructed at #914 Pendleton St., Greenville, S.C. size 70x140 feet, on lot 134x205 feet. Store to be located on west side of lot, back 35 feet from property line, with area 64x205 feet adjoining on east side of store, and with a 20 foot driveway from rear of lot connecting to Willis Street. Said building to be constructed in accordance with the attached plans and specifications, this being wherein the Lessee intends to conduct a general merchandising business; the eastern 134 feet of two lots belonging to lessor, which lots front 178 feet on Pendleton Street.

TO HAVE AND TO HOLD the above described premises or property from the FIRST day of March, 1950, to the LAST day of February, 1960, and for said premises or property the Lessee agrees to pay the Lessor, his heirs or assigns, on or before the FIRST day of each month, the sum of \$675.00 (Six hundred Seventy-five & no/100) in advance default for less than 30 days shall be a forfeiture of this lease; nor shall a bona-fide dispute as to the Lessor's liability to make repairs be so treated.

Monthly rent payments to be offered to Lessor

It is expressly understood and agreed by the Lessor that The Lessee, at its option, shall be entitled to the privilege of one successive extensions of this lease, such extension to be for a period of five years and on the terms and conditions, and at the rental, herein stated, and it is further understood that the consideration therefor is the monies paid in rent during the original terms of this lease and any extensions that have been or shall be exercised by the Lessee. The Lessee agrees to give the Lessor ninety days written notice, prior to the termination of this lease, of its intention to renew the lease for the period of time as stated in the above option. If the Lessee does not notify the lessor in writing ninety days prior to the termination of this lease that it does not intend to exercise the option for the extension, it shall be conclusively presumed that the option for the extension shall be exercised.

Bankruptcy of the Lessee or the appointment of a Receiver for it shall terminate this lease.

The Lessor warrants that he is, at the time of the execution of these presents, the sole owner in fee simple of the premises hereby demised, and that he has full right to lease the same for the term aforesaid. It is expressly understood and agreed by the lessor that the above constitutes a warranty by him and he obligates himself to pay the Lessee for any loss it may suffer as a result of his not having the title and right to lease the aforesaid premises.

Occupancy beyond the term of this lease or any extension hereof shall be deemed the Lessee's exercise of its option for the current period, except if Lessee notifies Lessor, prior to the termination of this lease, that no extension is desired. The Lessee is to be given a reasonable time within which to vacate the premises, and is then liable only for the time of this overlapping occupancy.

Lessor warrants the non-existence of any zoning prohibition against the use of the demised premises for conducting a general merchandising business, and that, should such zoning restrictions be passed during the term of this lease, the obligations of the Lessee are at an end.

The Lessor obligates himself to construct the premises in accordance with the attached plans and specifications. He agrees to replace and repair any part of the property or any appurtenance rendered unfit for use except such as may be due to the negligence of the Lessee, and should the Lessor fail, after thirty (30) days' notice, to make any repair or replacement which he has herein obligated himself to make, the Lessee may do so and deduct the cost thereof from the rental it has obligated itself to pay the Lessor.

This also includes plate glass windows. The effectiveness of this lease and the liability of the Lessee shall not accrue until the Lessor has completed the construction, repairs and alterations herein required.

The Lessor will pay all taxes, assessments and assessments in connection with the property hereby leased, and, at his expense, comply with all lawful orders of the Authorities; and install such equipment which may be lawfully directed by the Authorities under the Sanitary Code, or otherwise. And he obligates himself not to lease, rent or permit to be occupied a store wherein he is interested in which commodities such as are sold by the Lessee are sold at retail, within 500 feet of the premises herein described, during the term of this lease or any extension thereof; and damages for the violation of this covenant are agreed to be the rent the Lessee would otherwise have to pay during the term of this lease or any extension thereof, but these liquidated damages shall not be exclusive of the Lessee's right of injunctive or other appropriate relief.

IT IS AGREED that if the premises be damaged by fire or other casualty, they shall be promptly restored to proper condition by the Lessor, and during the period of unfitness for occupancy no rent shall be paid; or the lease may be terminated, at the option of the Lessee. In the event of total destruction of the premises by fire or other casualty, the Lessee's liability, at its option, for rent shall cease, and the Lessor will make pro rata refund of the rent which may have been paid for that period of non-use by reason of said fire or other casualty.

It is optional with the lessee as to whether they shall repaint these premises, if, at the expiration of this term of the lease or any extension thereof, the lessee decides to vacate the premises or in the store shall continue to be the property of the Lessee and may be removed when possession is surrendered.

This also includes shelving. The Lessor agrees to have sufficient electrical circuits in the store and to take care of any change in electric wiring or electrical outlets which may become necessary to conform with the laws of the State, County or Town.

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For Rider see Deed Book 758 Page 9.  
For Rider see Deed Book 716 Page 211