

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OCT 20 3 12 PM 1950 AGREEMENT...

THIS AGREEMENT entered into this 3rd day of October, 1950, by and between OLLIE FARNSWORTH and R. C. Rigdon

between R. C. Rigdon (hereinafter referred to as the Lessor), and DIXIE-HOME STORES, Inc., with head offices at Greenville, S. C., (hereinafter referred to as the Lessee).

WITNESSETH:

In consideration of the payments made and to be made as hereinafter provided, the Lessor does hereby lease and demise unto the said Lessee the Ground Floor, The building, known as the "Jackson Building", on the northwest corner of Main Street in Piedmont, South Carolina, said building being approximately Fifty (50) feet in width and One Hundred Ten (110) feet in depth, more or less,

TO HAVE AND TO HOLD unto said Lessee for and during the period beginning the date alterations are complete and the store opens for business, 1950, and ending at midnight on the 10th day of October, 1951, for the purpose of conducting thereon a general merchandising business.

In consideration of the premises the Lessee agrees during the continuance of this lease to pay the Lessor a rental of One Hundred Fifty and no/100 (\$150.00) Dollars per month or One (1%) percent of sales, whichever is greater

Dollars per month, such payment to be made on or before the sixth of the month following that for which said rent is due.

The Lessee covenants and agrees with the Lessor:

- (1) That it will make at its own expense all necessary alterations not otherwise provided for herein.
(2) It will not permit the leased premises to be so used as to render void or voidable any policies of insurance against fire.
(3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease, reasonable wear and tear and damage by fire, storm, or other casualty, alone excepted.

The Lessor covenants and agrees with the Lessee:

- (1) That on or before the 10th day of October, 1950, he will make repairs and alterations to the demised premises as follows: That lessee has the privilege of making any and all alterations and repairs, including painting and decorations, to make said building suitable for lessee's operation, said repairs and alterations to be made at no cost to the lessor.

- (2) That he will from time to time and at his expense make any additions, alterations or replacements that may become necessary in order to comply with any regulations or orders issued by state or municipal authorities.

- (3) That from time to time he will make such repairs as are reasonably necessary to keep the leased premises in first-class tenable condition, including such repairs as may become necessary as the result of fire, windstorm or robbery. Should the Lessor fail to make such repairs within ten days after written notice by the Lessee, the Lessor shall be deemed to have accepted the responsibility of the interior of said ground floor of the building to be the responsibility of the Lessee.

- (4) That during the life of this agreement, or any renewal thereof, he will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by him within five hundred feet of the premises hereby demised.

It is mutually covenanted and agreed:

- (1) That the breach of any of the covenants herein contained shall give the aggrieved party, in addition to other remedies provided by law, the right to terminate and cancel this lease.
(2) That any fixtures placed upon the demised premises by the Lessee shall remain its property and it shall have the right to remove the same upon vacating said premises.
(3) If the demised premises are damaged by fire or other cause, they shall be promptly repaired by the Lessor, and the rent or a proportionate part thereof, shall be abated until the premises have been restored. In the event of total destruction or damage, rendering the premises unfit for occupancy, the Lessee shall have the option of terminating the lease or continuing the same with abatement of rent as above provided.
(5) The Lessee at its option shall be entitled to the privilege of successive renewals of this lease, each such renewal to be for a period of years and subject to all the terms and conditions herein expressed, at a monthly rental of

Upon written demand by the Lessor the Lessee may be required within days of the expiration of the original tenancy, or any renewal thereof, to elect whether or not it will exercise its renewal option for the ensuing year. In the absence of such demand, holding over after the expiration of the original tenancy, or any renewal period thereof, except the last of said periods, shall be considered an election to renew in accordance with the terms hereof.

- (6) That the terms of this lease can only be altered by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

In the presence of: C.E. Wathen, Lillian H. Brooks, Lillian R. Badger, Frances W. Acker (As to Lessor and As to Lessee)

R. C. Rigdon (L.S.) Lessor, DIXIE-HOME STORES, INC. (L.S.) Lessee

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