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S.C. CO. 3

THIS AGREEMENT AND DEED OF LEASE dated the 20th day of MAY 1952, between

Charles E. Saad
3490 AUGUSTA RD.
GREENVILLE, S.C.

as Lessor,
and STANDARD BRANDS INCORPORATED, a Delaware corporation, with its principal office at 595 Madison Avenue, New York 22, New York, as Lessee,

Description

WITNESSETH: The Lessor hereby leases to the Lessee the following premises:

One-half of basement in store building located at 3490 Augusta Road, Greenville, S. C., dimensions as follows:

40' x 30' with a 12' ceiling

Term

for the term of Two (2) Years commencing on June 1, 1952 and ending on May 31, 1954



Use

to be used and occupied for office operations, storage, distribution and sale of Lessee's products, storage of Lessee's motor vehicles, and any other lawful use in connection with Lessee's business, upon the conditions and covenants following:

Rental

1. Lessee shall pay the annual rent of Four Hundred Twenty and NO/100 - - - - - dollars (\$420.00), said rent to be paid in equal monthly payments of \$35.00 each, in advance, on the 1st day of each and every month during the term aforesaid.

Ordinances and Regulations

2. Lessee shall not violate any applicable lawful ordinance or regulation of public authority in the use of said premises and the conduct of its business therein, and shall comply with requirements of local authority with respect to keeping the sidewalk bordering on the demised premises, if any, free from ice and snow.

Refrigeration

3. Lessee shall have the right to install refrigeration equipment, including cold storage rooms, in said premises at its own expense, which shall include the cost of any structural changes necessitated by such installation, and such equipment shall remain the personal property of the Lessee notwithstanding the fact that it may be attached or affixed to the realty, and Lessee shall have the right to remove and/or replace such equipment, in whole or in part, at any time during or at the expiration of the term of this lease or any extension or renewal thereof. None of such equipment shall be subject to any present or future mortgage or other lien placed on or affecting the demised premises. Upon the expiration of this lease or any extension or renewal thereof, Lessee shall repair any damage done to the building by its removal of such equipment, so as to restore the premises to substantially their former condition. However, Lessee shall have the option, at the expiration of this lease or any extension or renewal thereof, to leave and abandon any part or all of such refrigeration equipment without liability therefor.

Alterations

4. Lessee shall not make any alterations in said premises, except as necessitated by its installation of refrigeration equipment including cold storage rooms, without first obtaining Lessor's written consent, which shall not be unreasonably withheld.

Assignment

5. Lessee may assign this lease or sublet the whole or any portion of said premises for any lawful purpose or purposes, but only upon written consent of the Lessor, which shall not be unreasonably withheld. Lessee will reimburse Lessor for any increase in fire insurance premium rates resulting directly from the use of said premises by any sub-tenant under this lease.

Mortgage Default

6. In the event of default in the payment of interest or principal of any mortgage or other lien on said premises in priority to this lease, Lessee may, but shall not be obligated to, pay the same or any part thereof, and the amount so paid may be applied by the Lessee upon any rent then due or thereafter becoming due. Should any action or proceeding for the foreclosure of any such mortgage or other lien be commenced or instituted, the Lessee may, but shall not be obligated to, procure another lender to take the same by assignment, and any reasonable expense incurred by the Lessee in arranging therefor may be applied by the Lessee upon any rent then due or thereafter becoming due.

For Subordination of Lease see R. E. M. Book 536 Page 187.