

STATE OF SOUTH CAROLINA : LEASE AND RENTAL CONTRACT  
COUNTY OF GREENVILLE

This Lease and Rental Contract entered into this the 20th day of October, 1955, between B.E. Mills as Trustee under the Will of J.H. Mills, deceased, hereinafter referred to as Lessor, and Sullivan-Eskew Hardware Company, a Corporation, hereinafter referred to as Lessee, as follows, to wit:

The Lessor herein, for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and the rentals to be paid to him by the Lessee, hereby rents and leases unto the above named Lessee, for a period of Five (5) years, beginning June 1, 1956, and ending May 31, 1961, the following described real property:

All that certain building and warehouse room to the rear of the same located on the east side of Trade Street in the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being identically the same store building and warehouse now occupied by the said Sullivan-Eskew Hardware Co.

The Lessee herein agrees to pay to the Lessor, his successors or assigns, a monthly rental of One Hundred and Sixty (\$160.00) Dollars for each and every month beginning June 1, 1956, and ending May, 1961, for the premises described above.

The Lessor agrees to keep the walls, floors and roofs of the leased buildings in good repair, but he shall not be liable for any damages resulting from needed repairs until after written notice of such need and after a reasonable time within which to make the same.

The Lessee shall be responsible for heat, water, sewer service and lights, and may alter the interior, or paint the same, according to the requirements of their business, provided no alterations shall impair the structural part of the buildings.

It is also agreed that the Lessee is not to sub-let the building or any part thereof, nor assign this lease, without the written consent of the Lessor.

It is further agreed, that serious damages to or destruction of the buildings by fire or other cause shall terminate this lease at the option of either party hereto.

Failure to pay the rentals as agreed upon shall terminate this lease at the option of the Lessor, and upon termination of the same at the end of the lease period, or for any other cause, except by fire or other unavoidable agency, the Lessee agrees to leave the buildings in good condition, reasonable wear excepted.

Witness our hands and seals this the day above stated.

Signed, sealed and delivered in the presence of:

B. G. McCalister  
Oruel M. Hawkins  
As to B.E. Mills, Trustee.  
Alberta Malone  
May Anna Ellison  
As to Sullivan-Eskew Hardware Co.

B. E. Mills SEAL  
Trustee under the Will of J.H. Mills, deceased, LESSOR  
SULLIVAN-ESKEW HARDWARE CO. INC.,  
By W. W. Sullivan SEAL  
LESSEE.