

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) L E A S E

GUY B. FOSTER, lessor, in consideration of the rental hereinafter mentioned, has granted, bargained, and leased and by these presents does grant, bargain and lease unto POLAR PANTRIES, lessee, those certain premises, situate on the west side of McDaniel Avenue in the City of Greenville, more particularly described as follows:



Beginning at an iron pin on the west side of McDaniel Avenue at the southwest corner of McDaniel Avenue and a 20 foot driveway, said pin being 110.6 feet south from the southwest corner of the intersection of McDaniel Avenue and McBee Avenue, and running thence with the south side of said 20 foot driveway S. 73-20 W. 68 feet to an iron pin; thence S. 73-20 E. 83 feet to the corner of the building abutting on the west side of McDaniel Avenue; thence with the west side of McDaniel Avenue N. 1-28 E 57.10 feet to the beginning corner.



Together with the right to the use of the 20 foot driveway lying on the north side of said lot leading west from the west side of McDaniel Avenue as a means of egress and ingress to and from said premises by the lessee, its servants, agents, and customers; with the further right and privilege to use as a parking area that area 32 x 56 feet lying immediately in the rear of the lot above described.

To have and to hold the aforesaid premises unto POLAR PANTRIES, its successors and assigns for the term of five (5) years, commencing at the termination of the present lease on the 1st day of June, 1960 and to end on the 31st day of May, 1965.

The said lessee in consideration of the use of said premises for the said term promises and agrees to pay to the said lessor the sum of Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00); the said rental to be paid in the sum of One Hundred Seventy-Five and No/100 Dollars (\$175.00) per month in advance beginning the 1st day of June, 1960 and on the first day of each and every month thereafter through the month of May, 1965, the end of the said term.

In case the building on said lot shall be damaged or destroyed by fire, casualty, or the elements, the lessor agrees that said building will be repaired or rebuilt as speedily as possible at the lessor's expense, and until such repairs have been made or the said building rebuilt, the rent shall be abated proportionately. In the event that the lessor should be compelled under this lease to erect a new building, it is to be substantially the same as the one destroyed.

It is further agreed that the lessee shall furnish at its own expense all water, power, heat, and lights used upon the premises.

It is further agreed that this lease shall not be assigned by the lessee nor the premises sub-let by the lessee without first obtaining the written consent of the lessor.

The lessee shall purchase and install such machinery or equipment as may be necessary for the operation of its storage business on said premises, and shall pay all taxes and charges or assessments that may be levied on said machinery or equipment, and upon the termination of this lease, there being at that time no default under the terms hereof, the said lessee may remove from said premises all such machinery and equipment installed by it, such removal to be accomplished without damage or injury to the said property.

The Lessee, POLAR PANTRIES, shall keep the building in good condition and repair, shall make any and all repairs including repairs to the roof of the said premises and including any structural repairs that may be necessary, and shall deliver up the same at the expiration of this lease in good order and condition, ordinary wear and tear excepted. All such repairs, including repairs to the roof shall be at the cost and expense of the said lessee, POLAR PANTRIES.

In the event of bankruptcy of the lessee or in the event that it should be

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