

LOVE, THORNTON, ARNOLD & THOMASON

FILED
GREENVILLE CO. S.C.

AGREEMENT OF LEASE, made this

17th August

MAY 26 12 46 PM 1966

1965, between SEPTUM DEVELOPMENT CORP.

OLLIE FARNSWORTH
R.M.C.

a corporation organized and existing under and by virtue of the laws of the State of South Carolina, having its principal office in Suite 1009, Lawyers Building, Greenville, South Carolina, Party of the First Part, hereinafter referred to as Landlord

, and ATLANTIC COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Georgia, having its principal office at 106 Washington Street Viaduct, S.E., P.O. Box 1417, Atlanta 1, Georgia, Party of the Second Part, hereinafter referred to as Tenant.

WITNESSETH:

That each of the aforesaid parties acknowledges the receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the engagements of the other as herein stated.

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the following described parcel of real estate:

All that piece, parcel or lot of land in the City of Greenville, Greenville County, South Carolina, situate on the southern side of Old Spartanburg Road (East North Street Extension) being known and designated as a portion of the property of F. H. Outerbridge dated July 29, 1965 by Piedmont Engineers and Architects, and having according to said plat the following metes and bounds, to-wit: BEGINNING at at an iron pin on the southern side of Old Spartanburg Road at the corner of property designated as Lot No. 2 on said plat and running thence with the Old Spartanburg Road S. 78-50 W. 129 feet more or less to an iron pin; Thence with the new line S. 11-10 E. 97 feet to an iron pin; thence N. 78-50 E. 70.5 feet to an iron pin in line of Lot No. 2; thence with line of Lot No. 2 N. 20-05 E. 113 feet more or less to the point of beginning.

The property is to be used for the operation of a drive-in grocery store known as an E-Z Food Shop, or for other commercial purposes.

This lease shall commence on the first day of the month next succeeding the completion by Landlord of the improvements hereinafter described, and accepted by Tenant, and shall from said commencement date extend for the term of ten (10) years, and ending on the last day of the 10th year after the commencement date.

Tenant shall have and is hereby given an option to renew this lease, at its election, for an additional period of five (5) years, upon the same terms, conditions and for the same rental as hereinabove set forth, provided Tenant shall notify Landlord in writing of its election to exercise said option not less than one hundred eighty (180) days before the expiration of the primary term hereof, and in the event said option is exercised, this lease and all of its term and provisions shall stand renewed and remain in full force and effect during such renewal period.

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