

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the 15th day of July, 1976,
by and between RONALD L. NIX AND F. T. RICE,
hereinafter called "Landlord",
and
THE FIREPLACE AND...INC.,
hereinafter called "Tenant."

WITNESSETH:

The parties hereto agree for themselves, their successors, and assigns as follows:

1. PREMISES. Landlord leases to Tenant, and Tenant hereby accepts and rents from Landlord, the property described in the attached Exhibit A, together with a building erected or to be erected thereon, hereinafter collectively called "premises."

TO HAVE AND TO HOLD the said demised premises and appurtenances upon the terms and conditions hereinafter set forth.

2. IMPROVEMENTS AND DELIVERY OF DEMISED PREMISES. Landlord shall at its own cost and expense, construct or cause to be constructed on said real property a building, containing approximately 4,500 square feet all in accordance with drawings and outline specifications approved or to be approved by the parties hereto, provided that neither party shall unreasonably withhold any such approval required of it. All such work shall be performed by Landlord in good and workmanlike manner and in accordance with applicable governmental regulations; and upon completion of such, Landlord shall deliver the demised premises to Tenant by giving Tenant written notice of completion of said building. Landlord shall deliver the demised premises to Tenant on or before October 1, 1976, unless delayed by changes ordered in the work or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond Landlord's control.

At any time prior to the delivery of the demised premises as aforesaid, Tenant shall have the right at its own risk to enter upon the demised premises for the purpose of making measurements therein and for any other reasonable purpose expressly permitted by Landlord; provided, however, that such entry shall not interfere with any of the work then being done by or on behalf of the Landlord, and Tenant shall indemnify Landlord against any loss or liability arising therefrom.

3. TERM. The term of this lease shall be for a period of _____
TEN (10) YEARS
beginning on the date of delivery of the demised premises by Landlord to Tenant as hereinabove provided.

4. OPTION TO RENEW. Tenant is hereby granted the option to renew and extend the term of this lease for FIVE (5) YEARS

the term to begin upon the expiration of the original term of this lease. The rental rate of this option shall be ~~increased the same percentage as the increase in the Consumer Price Index since the beginning of this lease.~~ (This Consumer Price Index is published by the Bureau of Labor Statistics, United States Department of Labor.) ~~All of the other provisions of this Lease Agreement shall apply to each extended term, except Tenant shall not have any further option to renew and extend the term of this lease following the exercise, if any, of this option.~~ Tenant may exercise any such option only (a) if it is not in default hereunder, and (b) by giving Landlord written notice of such exercise not later than three (3) months prior to the expiration of the term of this lease.
the same as any reasonable third party offer.

5. RENTAL. Tenant shall pay to Landlord for the use and occupancy of the demised premises and appurtenances thereto rental at the guaranteed minimum rate of \$14,400.00 per year, payable in monthly installments of 1,200 in advance on or before the first day of each and every calendar month beginning on the rental commencement date

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DOCUMENTARY
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