

FILED
STATE OF SOUTH CAROLINA GREENVILLE S.C.
COUNTY OF GREENVILLE MAR 31 4 38 PM '78
DONNIE S. TANNERSLEY
R.M.C.
LEASE AGREEMENT

THIS AGREEMENT made and entered into on this the 1st day of April, 1978, between Harvey L. Burns, hereinafter referred to as "Lessor", and Mike B. Rosenfeld, d/b/a Red Barn Ice Cream Parlor & Sandwiches, hereinafter referred to as "Lessee", witnesseth as follows:

1. In consideration of the rental to be paid hereunder and the covenants and agreements hereinafter contained, Lessor does hereby lease and demise unto Lessee and the Lessee does hereby accept as tenant the following described property situate in the County of Greenville, State of South Carolina:

That certain property located at 2524 East North Street, Greenville County, South Carolina, as shown on plat entitled "Proposed for Lease to Mom's Delight, Inc.", prepared by Campbell & Clarkson, Surveyors, Inc., April 6, 1973, a copy of which is attached hereto, LESS, HOWEVER, that portion of the property lying within the bounds of the South Carolina Highway Department system.

*MR
H & B*

2. Lessor covenants that the Lessee, on paying the rental herein specified and performing the conditions herein contained, he may peaceably and quietly have, hold, and enjoy the demised premises during the term of this Lease.

3. Lessee covenants and agrees to use the demised premises only for the purpose of operating thereon an ice cream parlor and restaurant, and Lessee agrees not to serve, sell, or permit any form of alcoholic beverage on the premises during the term of this Lease or any extensions thereof.

4. Lessee agrees to pay, without any previous demand therefor, to Lessor the said rents as herein provided sixty (60) days in advance, beginning on the date of the signing of this Lease and continuing on the same day of each and every consecutive month thereafter during the lease term. Such rents are to be paid only to Harvey L. Burns, or at such other places as Lessor shall hereafter direct in writing.

5. The term of this Lease shall be for five (5) years, beginning April 1, 1978 and ending on 31 March, 1983. The rent for the demised premises, which Lessee agrees to pay, shall be at the monthly rate of Five Hundred and No/100 (\$500.00) Dollars.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
TAX \$ 10.00
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