

LEASE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR. FILED

VOL 1181 PAGE 564

THE WILLIAM GOLDSMITH COMPANY

"SINCE 1884"

INSURORS
Greenville

JAN 26 3 56 AM '83
ANNERSLEY
M.C.

WILLIAM H. SQUIRES

Lessor

in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto T. O. GREER and BOB HARRIS d/b/a TACK'S CAR CITY

Lessee

for the following use, viz: USED CAR, USED AUTO PARTS, AND JUNKED CARS AND TRUCKS STORAGE LOT, the lot fronting on the New Easley Highway consisting of approximately 21 acres more or less and further identified as Lot No. 4, Block 2, Tax Map Sheet No. 240.3 of the Greenville County Tax Office.

for the term of FIVE (5) years beginning February 1, 1982, and ending at midnight, January 31, 1987 with an option to renew for one (1) addition five (5) years with the rental rate to be \$400.00 per month for the renewal period.

and the said Lessee in consideration of the use of said premises for the said term, promises to pay the said Lessor the sum of THREE HUNDRED TWENTY FIVE AND NO/100 (\$325.00) Dollars

per month, payable on the first day of each month, in advance, to The William Goldsmith Company. Lessor agrees to pay said company the regular rental commission as set by the Greenville Real Estate Board.

The Lessee hereby agrees to take the building just as it stands unless otherwise agreed upon in writing, and the Lessee only require of the Lessor the use of the premises for the business mentioned but no other. The Lessor to repair the roof should it leak. It is also fully agreed that the roof is considered sound and the Lessor not to pay any damages from leaks should any occur. Use of premises for any business other than herein called for shall cancel this lease if the Lessor so desires and give notice of same in writing.

If the business is discontinued or the premises vacated before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the parapet or any other outside part of the building must be consented to by the Lessor before being erected.

1. This is a land lease agreement with the understanding that the LESSEE is to build a three (3) or more bay garage on the leased property and that the building or buildings become a part of the demised premises and become the property of the LESSOR and remain as improvements upon the land.

2. The LESSEE will maintain a buildings and property during the lifetime of this lease or any renewals thereof.

3. The LESSEE will pay for all and all utilities used at the premises.

4. The LESSEE will carry adequate fire and extended coverage on the buildings and property to protect the LESSOR'S property and will furnish proof of such insurance.

5. The LESSOR grants the LESSEE a first option of refusal to purchase this demised property in the event a purchaser makes a bonafide offer to purchase said property.

6. The LESSEE accepts the lot in "as is" condition. The LESSEE will clear the lot of all junk and debris and leave the lot in a nice usable condition upon the expiration of the lease, its renewal, or upon expiration of any subsequent lease or leases.

7. It is further agreed that LESSEE shall maintain sufficient and adequate public liability insurance, minimum coverage of \$300,000 Bodily Injury and \$200,000 Property Damage, and shall furnish LESSOR such endorsement as may be sufficient to indemnify and at all times save the LESSOR harmless from any and all liability of any nature resulting in, upon or about the premises as herein leased to LESSEE.

8. In the event of bankruptcy or failure to pay rents as agreed upon the part of LESSEE, LESSOR may cancel lease, re-possess and possess the premises and take any steps necessary for

protection of LESSOR'S interest, and the LESSEE shall be responsible for all expenses, reasonable attorney's fees and other expenses incurred by LESSOR for protection of LESSOR'S interest.

9. LESSEE shall protect the LESSOR'S premises at all times and shall at all times abide by and operate in accordance with laws and ordinances pertaining to business which LESSEE is engaged. To Have and To Hold the said premises unto the said Lessee. HIS

executors, or administrators for the said Lessee. The destruction of the premises by fire or making it unfit for occupancy or other casualty, or ONE (1) months arrear of rent, shall terminate this lease, if the Lessor

so desires. The Lessee agrees to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay, and agree to make no repairs, improvements or alterations in the premises, without the written consent of the Lessor nor subrent without the Lessor's written consent. The Lessee hereby acknowledges having a duplicate of this lease

Witness our hands and seals the 5th day of February 1982

(over)

CONTINUED ON BACK