

STANDARD FORM LEASE

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
DEC 17 84  
38.10  
F3.112'8

FILED  
GREENVILLE CO. S.C.

Lease

THIS LEASE made this 17th day of December  
Dec 17 3 18 PM 1984, Taylors, S.C.

19 84 between J. S. Joines  
"LANDLORD", and Colonial Baking Company  
"TENANT."

DOONIE S. TANKERSLEY  
Taylors, S.C.

of Augusta

Landlord leases to Tenant, upon the conditions herein stated, the following described premises, situated in  
Greenville County of Greenville State of South Carolina

A lot approximately 210' wide x 475' long and the metal building approximately 80' x 225' long located thereon, located on State Highway 29 between Greer and Greenville South Carolina

together with the improvements now existing, and all other property annexed or connected with the premises, including the right of ingress and egress thereto and therefrom at all times.

2. TERM. This lease shall be for a term of five (5) years beginning the 16th day of December 19 84 and ending at midnight on the 15th day of December 19 89.

3. RENT. Tenant shall pay Landlord as rent for the premises, during the said term, except as herein provided. Two thousand two hundred and no/100 DOLLARS (\$ 2,200.00 ) per month, payable in advance and due, on or before the first day of each month at Taylors, S.C.

4. IMPROVEMENTS. Tenant may make alterations, additions and improvements to the leased premises at its own expense. If the alterations, additions or improvements are such that they are intended by Tenant to become a part of the leased premises, then same shall not be subject to removal by Tenant. However, if they are not intended by Tenant to become a part of the leased premises, then same shall be treated as fixtures.

5. FIXTURES. Any and all signs, equipment, furniture and machinery that Tenant may place in or upon the premises during its occupancy thereof and any addition or improvement intended as a fixture as provided above, shall be, and remain at all times, personal property, whether affixed to the real estate or not and may be removed by Tenant at any time during the initial, renewal, extension or hold over term hereof or within a reasonable period after the expiration of this lease; provided, however, that Tenant shall repair at its own expense any damage done to the premises by reason of removal of any such property.

6. REPAIRS BY TENANT. Tenant shall keep the interior of the premises in as good order and repair as they were at the commencement of this lease, and shall at the termination of this lease, by lapse of time or otherwise, surrender up said leased premises in the same condition as they were at the commencement of this lease, ordinary wear and tear, damage by fire, lightning, other extended coverage perils, condemnation, the elements and Acts of God excepted.

7. REPAIRS BY LANDLORD. Landlord shall keep the exterior of the building painted and in good repair, including the roof, walls and foundation, and shall maintain the parking area, curbs and walks, if any.

8. TERMINATION-TENANT'S DEFAULT. Any failure on the part of the Tenant to comply with any of the terms of this lease shall, at the option of the Landlord, work a forfeiture of the lease whereupon Landlord, his agents or attorney, shall have the right to enter the premises and remove all persons therefrom; provided only that Landlord shall first give written notice twenty (20) days in advance of any lease termination, and during said twenty (20) days Tenant shall have the right to commence whatever action may be necessary to correct its default, and thereafter diligently proceed to cure such default, and having done so may continue its occupancy under the terms hereof. If, however, termination occurs, Tenant shall not be liable for any obligations accruing thereafter.

9. TERMINATION-LANDLORD'S DEFAULT. In the event Landlord shall default in the performance of any of the provisions of this lease, Tenant shall upon discovery of same promptly so notify Landlord. If Landlord shall fail to correct such default within twenty (20) days after notice of such default, or if the default is of such character as to require more than twenty (20) days to correct after notice is given and Landlord does not thereafter diligently proceed to cure such default, then in any event Tenant may either terminate this lease and not be liable for any obligations accruing thereafter, or cure such default and such expense for curing same shall, to the extent possible, be deducted from the rent otherwise due, and the balance due, after such deduction, shall be a claim due Tenant by Landlord.

10. INSPECTION OF PREMISES. Landlord shall have the right at all reasonable times, upon reasonable notice, during the business hours of Tenant to enter upon the leased premises for the purpose of examining the condition of same.

11. DAMAGE OR DESTRUCTION OF LEASED PREMISES. If during the term of this lease the leased premises or the improvements thereon shall be injured or destroyed so as to render the leased premises unfit for occupancy, or so as to make it impossible to conduct the business of Tenant thereon, then Tenant may terminate this lease upon written notice. If so terminated Tenant shall after promptly removing its property therefrom, surrender the leased premises and all interest therein to Landlord, shall pay rent only to the time of such damage or destruction and shall not be liable for any obligation accruing after such damage or destruction. If, however, Tenant desires not to terminate the lease, Landlord, upon Tenant's written request, agrees to diligently proceed to repair the premises and to complete such repairs within a reasonable time. If the premises are to be repaired as above agreed the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that Tenant shall during such time pay a prorata portion of such rent apportioned to the portion of the leased premises which are in condition for occupancy or which may be actually occupied during such repairing period. If, however, the leased premises shall be so slightly injured by any cause as not to be rendered unfit for occupancy, then Landlord shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterments placed by the Tenant on the leased premises and intended by the Tenant as a fixture shall, however in any event, be repaired and replaced by the Tenant at its own expense and not at the expense of Landlord.

12. CONDEMNATION. If the whole of the premises hereby leased shall be condemned and taken for public or quasi-public use, then the term of this lease shall cease; while if there is only a partial condemnation the Tenant has the option to remain at a reduced rental, or to terminate the lease. In either of the above happenings, the damages for the taking must be apportioned between the parties in proportion to the value of their respective estates. The apportionment and/or rental reduction shall be determined by mutual agreement between the parties and/or their representatives, or if mutual agreement is not reached within thirty (30) days from the date of the final award of such damages, then by arbitration, conducted in accordance with the rules of the American Arbitration Association.

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