

ORDINANCE NO. 16-005

AN ORDINANCE TO LEASE PROPERTY AND 1500 SQ. FT. METAL BUILDING LOCATED ON GAPWAY STREET, MULLINS, SOUTH CAROLINA

WHEREAS, the City of Mullins owns +/- 1500 square foot metal building and fenced in area located on Gapway Street, Mullins, South Carolina, formerly known as Lilly Jeep Repair, and

WHEREAS, Elissa Quinones, is desirous of leasing a proportion of said real estate, and WHEREAS, the City of Mullins has received a proposed Commercial Lease from Elissa Quinones, which recites and memorializes the terms of said proposed Commercial Lease, and

WHEREAS, the City of Mullins and Elissa Quinones, are in the opinion that the proposed Commercial Lease is in the mutual best interest of both parties, and

NOW, THEREFORE, BE IT ORDAINED that the City of Mullins be, and hereby is, authorized to execute a Commercial Lease with Elissa Quinones, for the lease of +/- 1500 square foot metal building and fenced in area located on Gapway Street, Mullins, South Carolina, formerly known as Lilly Jeep Repair, for the terms as recited in said Commercial Lease and that the Mayor and City Clerk be, and hereby are, authorized to execute said Commercial Lease on behalf of the City of Mullins.

AND IT IS SO ORDAINED.

ATTEST:

City Clerk

Mayor

City Council

APPROVED AS TO FORM:

City Attorney

STATE OF SOUTH CAROLINA)

)

COUNTY OF MARION)

LEASE

THIS AGREEMENT MADE AND ENTERED INTO THIS 9TH day of AUGUST 2016 between CITY OF MULLINS hereinafter known as "LESSOR" and ELISSA QUINONES, hereinafter known as "LESSEE."

WITNESSETH:

1. That the LESSOR, for and in consideration of the rents, covenants and agreements hereinafter set out, have this day demised, leased and rented unto the LESSEE, for the term stated, the following described property: +/- 1500 SQUARE FEET METAL BUILDING AND FENCED AREA ON GAPWAY STREET AND FORMERLY UNKNOWN AS LILLEY JEEP REPAIR. THIS PROPERTY WAS FORMERLY OWNED BY ANDERSON BROTHERS BANK AND DEEDED TO THE CITY OF MULLINS

Together with all and singular the rights, privileges and appurtenances thereunto belonging.

2. TO HAVE AND TO HOLD the above described property with the rights, privileges and appurtenances thereunto belonging unto the LESSEE upon payment of rents as below described for the term of ONE year(s) beginning SEPTEMBER 15, 2016.

3. In consideration of the lease of the above described property to the LESSEE by the LESSOR, the LESSEE promises to pay for the term of the within lease at the monthly rate of \$(350.00) THREE HUNDRED AND FIFTY DOLLAR LESSOR to have option to renew for an additional ONE years at 5% increase. All payments are to be made on the first day of each and every month of the term of the within lease. If said monthly payments as set out above are in default for more than (15) days following due date, the LESSOR may declare the within lease canceled and collect for the term, together with costs and attorney's fees. Failure to exercise option by the LESSOR in case of default in the payment of any monthly installment shall not constitute a waiver of their rights to exercise the same in the event of any subsequent default. In event of default as aforesaid, the LESSOR reserves the right to forthwith take possession of said property with or without legal action without waiving any rights of collection of all delinquent rents and other damages due to LESSOR by virtue of breach of this agreement.

4. That upon 1st month of the within lease by the LESSEE, the LESSEE agrees to pay an additional sum of 0.00 as damage deposit. Upon the expiration of within lease, said damage deposit shall be returned to LESSEE less the cost of any damage to said property over and above normal wear and tear in the condition in which said property were received.

5. The LESSEE agrees to pay for all services and utilities including lights, heat, air-conditioning, water, gas, electricity, etc., required in the operation of the property. LESSEE agrees to keep up all plumbing in said building and to pay for any and all repairs thereto.

6. The LESSEE shall not sublet the property or assign the within lease without the prior written consent of the LESSOR, which consent shall not be arbitrarily withheld.

7. The LESSEE shall be responsible for all repairs and renovations, decorations and upkeep to said property. The LESSOR shall be responsible only for repairs to the roof of the leased building, and agrees to pay for any necessary repairs to keep roof in good condition, and to repair all roof leaks in a reasonable time after notice from the LESSEE. The LESSOR shall not be responsible to the LESSEE for any loss or damage due to leakage from the roof or from any leakage or seepage whatsoever.

8. The LESSEE agrees to accept the within described property in its present condition and shall make all repairs at his own expense. Any and all alterations, renovations, remodeling improvements and structural changes desired by the LESSEE shall be at LESSEE's own expense. Any structural changes desired by the LESSEE shall be made by LESSEE at his own expense and only upon written sanction of LESSOR.

9. The LESSEE further agrees to carry on no form of business constituting a nuisance or involving illegal transaction on the property or in connection therewith; in case illegal business or a nuisance is engaged in on the property or in connection therewith, the within rentals shall accrue and the LESSOR may forthwith eject the LESSEE from the property and collect for the term including attorney's fee.

10. The LESSOR shall not be responsible for injuries or damages to the LESSEE, his agents, servants, customers, employees, or assigns, occurring on the property

during the term of the within lease, or any renewal thereof, and the LESSOR harmless and to assume full responsibility for all such injuries or damages to property or persons occurring on the property during the term of the within lease or for any damages or injuries of any nature or kind in connection with the use and occupancy of the property from any cause whatsoever.

11. The LESSEE shall be responsible for any damages to the said property whether by he, his agents, servants, customers, employees and assigns, and shall repair such damages at his own expense.

12. The LESSEE at his/her own expense will be responsible for contents insurance and general liability insurance.

13. In case of injury or damage to the building from fire or other casualty, the rent shall be abated from time the above described property are not suitable for occupancy, but the LESSOR shall have the option to promptly repair the property, or to cancel the within lease, or rebuild if practicable.

14. The air-conditioning and heating equipment are the property of the LESSOR and shall not be removed from the premises. Any repairs over \$500.00 shall be paid by the LESSOR if, at the discretion of the LESSOR, repairs are to be made.

15. The LESSEE agrees to abide by the rules and plans set forth by the LESSOR for the exterior sign in front of the within designated building and agrees to have sign approved by LESSOR.

16. The LESSEE agrees to require all his employees to park in the parking lot as designated by the LESSOR.

17. The LESSEE agrees to keep the front of within leased premises clean, free and clear of trash.

18. LESSEE agrees to make all rental checks payable to: CITY OF MULLINS, whose mailing address is: PO Box, 408, MULLINS, SC 29574. LESSEE's mailing address is as follows:

19. The LESSOR guarantees the peaceful occupation and enjoyment of the premises to the LESSEE during the term hereby provided.

20. The LESSEE promises to pay the said rent at the times and in the manner above set out and to quit and deliver up the premises above described to the LESSOR peaceably and quietly at the end of the said term in the same condition in which they were received, ordinary wear and tear accepted.

21. LESSEE to receive N/A months' rent abatement from date of occupancy.

THIS AGREEMENT SHALL be binding upon the parties, hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the LESSOR and LESSEE have hereunto set their hands and seals on the day and in the year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

For
LESSOR

, LESSOR

For
LESSEE

, LESSEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made as the ____ day of _____, 2017 by and between the **CITY OF MULLINS, SOUTH CAROLINA**, a public body of the State of South Carolina (the "*Landlord*"), and **RLT HOLDINGS, LLC**, a South Carolina limited liability company (the "*Tenant*").

ARTICLE I DESCRIPTION OF PREMISES

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises located in the City of Mullins, County of Marion, State of South Carolina, to wit: _____ (hereinafter referred to as the "*Premises*"), as more particularly described in Exhibit A, incorporated herein by this reference.

ARTICLE II LEASE TERM AND PURCHASE OPTION

a) The Term (the "*Term*" or "*Lease Term*") of this Lease shall commence May __, 2017 (the "*Lease Commencement Date*") and shall terminate at 11:59 p.m. on May __, 2021 (the "*Lease Expiration Date*").

b) At any time during the Term and as long as Tenant is not in default hereunder, Tenant shall have the option to purchase the Premises (the "*Option*") for the price of \$315,000.00 plus the sum of \$10.00 (together, the "*Purchase Price*"), in accordance with the terms and conditions set forth on Exhibit B, subject to adjustment for any unpaid amounts due Landlord hereunder. The principal component of Rent (as defined below) paid to Landlord pursuant to the terms of this Lease shall be credited against the Purchase Price upon receipt by the Landlord, as reflected in Exhibit C, incorporated herein by reference. Tenant shall exercise the Option by giving Landlord sixty (60) days' written notice of its election, with Closing to be within said 60-day period. If Tenant chooses to exercise the Option, Tenant agrees to purchase the Premises "As-Is, Where-Is". If not sooner terminated, this Lease shall terminate upon the transfer of title to the Premises to Tenant. If Tenant fails to exercise the Option at any time during the Term before the date which is sixty (60) days prior to the Lease Expiration Date, Tenant shall be deemed to have waived the Option and Tenant's interest in the Premises shall terminate in full as of the Lease Expiration Date, unless the parties agree in writing to an extension. Once paid, the interest component of Rent is nonrefundable, notwithstanding Tenant's election to exercise its option to purchase the Premises pursuant to this paragraph.

ARTICLE III ADVANCE RENT AND SECURITY DEPOSIT

On the Lease Commencement Date, Tenant shall pay to Landlord as rent in advance the sum of \$75,000. Thereafter, on or before May __, each and every year thereafter and including May __, 2021, subject to the exercise by Tenant of its option to purchase the premises as

provided in Article II), the sum of \$64,566.49 (the "Rent"), at Landlord's administrative office or at such other place as Landlord may from time to time designate in writing.

In addition to the Rent, Tenant shall pay Landlord no later than the Lease Commencement Day a security deposit in the amount of \$ _____. The security deposit will be returned to the Tenant upon termination of this lease, provided the premises are returned to Landlord in the same or better condition as existed on May __, 2017, normal wear and tear excepted. In the event Landlord takes notice of any damage to the premises as to which it intends to apply the security deposit to remedy the same, the Landlord shall give Tenant ten (10) days' written notice, setting forth the nature of the damage. Tenant shall have no claim against the Landlord unless it provides Landlord with a written objection during such ten (10) day period. If Tenant does provide such objection and the parties are unable to resolve the matter within 30 days thereafter, the matter shall be put to mediation in accordance with the South Carolina Court-Annexed Alternative Dispute Resolution Rules, or any other alternative dispute resolution rules or requirements adopted by the South Carolina Supreme Court. In the event the dispute is not resolved within sixty (60) days of the commencement of mediation, Landlord and Tenant are each free to proceed with all available legal remedies.

ARTICLE IV USE OF PREMISES

The Premises may be used only for the operation of _____. Tenant at all times shall fully and promptly comply with all laws, ordinances, and regulations of every lawful authority having jurisdiction of said Premises, including but not limited to laws, ordinances and regulations relating to the cleanliness of said Premises and the character and manner of operation of the business conducted in or at said Premises.

ARTICLE V MAINTENANCE AND SURRENDER

a) Landlord agrees to deliver possession of the Premises to Tenant in its "as-is, where-is" condition, free of possession by all other parties. Landlord makes no warranties as to use, fitness for any particular purpose, merchantability, habitability or suitability, with regard to the Premises. Tenant acknowledges and agrees that it has been given the opportunity to inspect the Premises and is relying solely and completely on its investigation of the Premises, and not upon representation of the Landlord. Tenant shall have the right, during the term of this Lease, and any extensions hereof, to make any non-structural alterations, repairs, improvements, and installations of fixtures, but the same shall be made at Tenant's own risk, cost and expense and provided that Tenant shall comply with all laws with respect to the same and such alterations are first approved by Landlord.

b) The Tenant agrees to keep and maintain in a good state of condition and repair, at its sole risk, cost and expense, the Premises and the grounds, including without limitation the structural components of the Premises to include the roof, floor, exterior walls, and foundations, and all utility lines, fences, driveways, and parking areas. ~~Landlord is under no obligation to~~

perform any maintenance, repairs or replacements whatsoever, or to inspect the Premises to find defects. Landlord may enter the Premises at reasonable hours to inspect the Premises.

c) Tenant agrees to return the Premises at the end of the Lease Term and any renewals in at least as good condition as Premises were when first leased, normal wear and tear excepted.

ARTICLE VI TAXES, INSURANCE, AND UTILITIES

a) Tenant shall pay all real estate taxes covering the Premises and all taxes on Tenant's contents. Should the Premises be exempt from property tax during the period in which title thereto remains vested in the Landlord, Tenant agrees to pay in each year a fee in lieu of the real estate taxes which Tenant would have paid to Landlord for such year but for such exemption.

b) Tenant shall carry and maintain property insurance on the Premises, its equipment and all other personal property against loss or damage with all risk coverage for the full replacement value. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage. Such policy of insurance shall contain a provision waiving the insurer's right of subrogation against the Landlord. Tenant shall also maintain casualty insurance insuring all property stored on the Premises by Tenant.

(c) Tenant shall maintain public liability insurance against claims for bodily injury, including death, and property damage occurring in or about, or arising from Tenant's use or occupancy of the Premises. Such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) for any occurrence with aggregate limits of not less than Two Million Dollars (\$2,000,000.00).

(d) Tenant shall carry workers compensation insurance to statutory limits and employer's liability insurance to the extent required by applicable law.

(e) All insurance to be provided by Tenant in this Section shall be effected by Tenant through insurers satisfactory to Landlord under valid and enforceable policies, and shall contain a provision requiring at least thirty days written notice to Landlord of any material changes or cancellation. Tenant agrees to provide certificates of insurance to Landlord for all policies effected by Tenant under this Lease prior to commencement of Tenant's occupancy of the Premises. Said policies of insurance shall name Landlord as an additional insured or co-loss payee as its interest may appear.

f) Tenant shall be responsible to ensure that the Premises are served by and properly connected with water, sewer, electricity, phone and all other utilities in sufficient amounts and service levels necessary for Tenant's use of the Premises. Tenant shall pay all invoices for all water, gas, fuel, power, electric current, garbage collection and removal, and sewer charges, and all other utilities and utility charges serving the Premises during the term of this Lease and all

extensions hereof. Additionally, Tenant shall contract for the maintenance of the lawn, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

In the event that Landlord pays any such taxes, insurance costs, or utilities on Tenant's behalf, Tenant shall reimburse Landlord for all such costs, on demand, as additional rent.

ARTICLE VII **LIABILITY AND INDEMNIFICATION**

Tenant agrees to indemnify Landlord, and its officers, agents, directors, employees, representatives, and affiliates (collectively, the "*Landlord Parties*"), against, and to defend and hold the Landlord Parties free and harmless from, any and all losses, damages, costs and expenses, including reasonable attorneys' fees, relating to any claim, demand, action or lawsuit of any kind or nature (including without limitation personal injury or property damage) arising out of Tenant's use and occupancy of the Premises or out of any acts or omissions of Tenant, or its agents, contractors, employees, guests or invitees, during the Term of this Lease or any extension hereof, or any other holdover occupancy, and Tenant hereby waives all claims against the Landlord for damages due to any cause whatsoever to goods, wares, and merchandise and any and all other property on the Premises, including property stored by Tenant on behalf of third parties.

ARTICLE VIII **DESTRUCTION OR DAMAGE TO PREMISES**

If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty such that over 50% of the value of the Premises is destroyed, at the option of the Landlord, this Lease shall terminate as of the date of such destruction and rental shall be pro-rated to said date. In the event the Premises are not so destroyed or Landlord elects not to terminate this Lease, this Lease shall not terminate and rental shall abate in such proportion as use of the Premises to carry on operations by Tenant has been affected, and Landlord shall restore the Premises to substantially the same condition as existed before such damage as speedily as practical, whereupon full rental shall recommence. Tenant shall relinquish and pay over to Landlord the all-risk/property insurance proceeds attributable to said destruction or damage.

ARTICLE IX **CONDEMNATION**

If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for

as between Landlord and Tenant as of that date. Any and all compensation or other awards made by the condemnation authority shall be paid to Landlord.

ARTICLE X
SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages which may now or hereafter be held on the demised Premises; provided so long as Tenant is not in default hereunder, Tenant shall be entitled to quiet possession of the Premises and shall not be disturbed.

ARTICLE XI
REMEDIES ON DEFAULT

The occurrence of any of the following shall be an "Event of Default": (i) if Tenant fails to pay when due any installment of rent on the first day of each month, or (ii) if Tenant fails to keep, perform and observe any other covenant hereunder, and such failure is not cured within thirty (30) days after written notice from Landlord or (iii) Tenant shall become insolvent, or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or shall generally fail to pay its debts as they become due, or shall make a general assignment for the benefit of creditors; or shall file a voluntary petition in bankruptcy or have such filed against either of them which is not discharged within sixty (60) days of such filing.

In case of any such Event of Default, Landlord may lawfully enter into and upon the demised Premises or any part thereof and repossess the same and expel the Tenant and persons claiming under and through it, and remove any tangible personal property or effort, forcibly if necessary, without being guilty of trespass and without prejudice to any remedies that may be otherwise legally available to Landlord for arrears of rents or for Tenant's breach of covenant under the terms and conditions of this Lease.

Landlord shall also be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees, incurred in connection with the enforcement of Landlord's rights and remedies under this Lease.

ARTICLE XII
NO ASSIGNMENT OR SUBLETTING

Tenant shall not have the right to sublet the Premises or any part thereof or to assign this Lease without the prior written consent of Landlord.

ARTICLE XIII
COMMISSIONS

Landlord and Tenant warrant to each other that they have had no dealings with any broker or agent in connection with this Lease. Landlord and Tenant each hereby agrees to indemnify and hold harmless the other from and against any and all claims for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof, arising by, through or under the indemnifying party.

ARTICLE XIV
NOTICES

a) Any notices or demands required or permitted by law, or any provision of this Lease, shall be in writing, and if the same is to be served upon Landlord, may be personally delivered to Landlord, or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, or by nationally recognized overnight carrier, and addressed to Landlord care of:

City of Mullins
Post Office Drawer 408
Mullins, South Carolina 29574
Attn: City Administrator

Delivery of notices may be made also at such other address or addresses as Landlord may designate in writing. If at any time, or from time to time, there shall be more than one Landlord, one shall be designated in writing to receive all notices and rent payments and service upon or payment to that one shall constitute service upon or payment to all.

b) Any such notice or demand to be served upon Tenant shall be in writing and shall be served either personally or be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, or by nationally recognized overnight carrier, and addressed to Tenant at the Premises or at:

(alternate address for notices mailed to Tenant)

ARTICLE XV
HOLDING OVER

If Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease or any extension hereof with Landlord's acquiescence and without any agreement of the parties, then Tenant shall be only a Tenant at will, and there shall be no renewal of this Lease or exercise of any option by operation of law. Such tenancy shall be at a rate of 150% of the lease rate in effect at the time of the expiration of the Lease Term.

ARTICLE XVI

REMEDIES CUMULATIVE; NONWAIVER

No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

ARTICLE XVII FORCE MAJEURE

In the event either Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, or any other reasons beyond its control, the performance of such act shall be excused for the period of delay and the period for the performance of such act shall be extended for the period necessary to complete performance after the end of the period of such delay. This Article shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

ARTICLE XVIII PARTIAL INVALIDITY

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIX NATURE AND EXTENT OF AGREEMENT

This Lease creates only the relationship of Landlord and Tenant between the parties hereto as to the Premises alone; and nothing herein shall in any way be construed to impose on either party hereto any obligations or restrictions not herein expressly set forth. For example, nothing herein shall in any way restrict or obligate business on the Premises; and nothing herein shall in any way restrict Tenant in the operation of its business in locations other than the Premises.

ARTICLE XX RUBBISH REMOVAL

Tenant shall keep the Premises clean, both inside and outside, at its own expense, and will remove refuse from said Premises. Tenant shall not burn any materials or rubbish of any description upon said Premises. Tenant also agrees to keep the parking area on the Premises free from rubbish, dirt, ashes, garbage, straw and other refuse. Tenant agrees to keep all accumulated rubbish in covered containers in sites approved by Landlord and to have same removed regularly. In the event Tenant fails to keep the Premises and other portions heretofore described in the proper condition, Landlord may cause the same to be done for Tenant, and Tenant hereby agrees to pay the expense thereof on demand, as additional rent.

ARTICLE XXI
ATTORNEYS' FEES

If Landlord shall be made a party to any litigation commenced against Tenant by a third party, Tenant shall pay all costs, expenses and attorney's fees incurred by Landlord in connection with such litigation, except in the event that such litigation shall determine that Landlord has committed a breach of this Lease and shall adjudicate that Landlord is liable for attorneys' fees as a result. In the event of any action at law or in equity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred therein by such successful party and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as part of such judgment.

ARTICLE XXII
ESTOPPEL CERTIFICATES

Tenant shall, within fifteen (15) days of request by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing, and in recordable form, certifying the date of commencement of this Lease, that this Lease is unmodified and in full force and effect (or if there has been modification, that same is in full force and effect as modified and stating the date of the modification) and further stating the dates to which the rent and other charges have been paid and setting forth such other matters as may reasonably be requested by Landlord.

ARTICLE XXIII
COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

a) Tenant shall not cause or permit any hazardous wastes, hazardous substances, toxic substances, or related materials (collective "*Hazardous Materials*") to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises (collectively "*Hazardous Materials Activities*") except in compliance with all applicable federal, state and local laws, regulations and orders governing such Hazardous Materials or Hazardous Materials Activities, which compliance shall be at Tenant's sole expense. Additionally, Tenant shall not cause or permit any Hazardous Materials to be disposed of on, under or about the Premises without the express prior written consent of Landlord, which may be withheld for any reason and may be revoked at any time.

b) At the expiration of the Lease, including any extensions, Tenant shall remove from the Premises, at Tenant's sole expense, all Hazardous Materials located, stored or disposed of on, under or about the Premises which were first brought to or used, stored or disposed of on the Premises by Tenant or by Tenant's employees, agents, contractors, licensees or invitees. Tenant shall close, remove or otherwise render safe any buildings, tanks, containers, or other facilities related to the Hazardous Materials Activities conducted or permitted on the Premises in the manner required by all applicable laws, regulations, ordinances or orders. Tenant shall be solely responsible for the transportation, handling, use or reuse and disposal of such Hazardous Materials after their removal from the Premises.

c) Landlord shall not be liable to Tenant or to any other party for any Hazardous Materials Activities conducted or permitted on, under or about the Premises by Tenant or by Tenant's employees, agents, contractors, licensees or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any claims, damages, fines, penalties, losses, judgment costs and liabilities arising out of or related to any Hazardous Materials Activities conducted or permitted on, under or about the Premises by Tenant or by Tenant's employees, agents, contractors, licensees or invitees, regardless of whether Landlord shall have consented to, approved of, participated in or had notice.

d) Tenant shall be responsible for all reporting or notification obligations of an owner, operator or person in control of petroleum products or Hazardous Materials located on, under or about the Premises during the term of this Lease or any extension hereof, under any applicable federal, state or local law, regulation, ordinance or order.

e) As used in this Section, "*Release*" and "*Hazardous Substance*" shall have the meanings given them in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.* "Environmental Laws" means any local, state or federal law, rule, regulation or ordinance pertaining to environmental regulation, contamination or clean-up.

f) The provisions of this Article shall survive the expiration or termination of this Lease.

ARTICLE XXIV
MISCELLANEOUS

a) Prior Agreements. This Agreement contains the entire agreement of the parties with respect to the matters set forth herein.

b) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

c) Waiver of Jury Trial. THE LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH OR ARISING OUT OF THE RIGHTS OR DUTIES UNDER, OR ENFORCEMENT OR INTERPRETATION OF, THIS LEASE

d) Triple Net Lease. The Landlord and Tenant agree this is a "triple net lease" and, Tenant is responsible for all costs related to the Premises, together with all improvements constructed thereon, including, without limitation, all taxes, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any rent to be paid hereunder.

e) Counterparts. This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties. Execution of this Lease by facsimile or electronic signature shall be deemed to be as effective as an original signature.

f) Headings. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent should arise.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

WITNESSES:

LANDLORD:

CITY OF MULLINS, SOUTH CAROLINA

By: _____
Name: _____
Its: _____

TENANT:

RLT HOLDINGS, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Description of Premises

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on the East side of Cypress Street and the North side of West Lowman Street in the Town of Mullins, County of Marion, State of South Carolina, being bounded generally on the North by a ditch; on the East by the right-of-way of the Seaboard Coastline Railroad Company; on the South by West Lowman Street; and on the West by Cypress Street, and being more particularly described as follows:

Beginning at an iron which is the northeast corner of the intersection of West Lowman and Cypress Streets and running thence North 0 degrees 40' West a distance of 583.5 feet to a ditch; thence along said ditch North 82 degrees 10' East for a distance of 725.15 feet to an iron; thence South 13 degrees 38' East for a distance of 77.2 feet to an iron; thence South 0 degrees 37' East for a distance of 506.75 feet to an iron on West Lowman Street; thence along West Lowman Street South 82 degrees 13' West for a distance of 742 feet to the beginning point, all of which will more fully appear by reference to a plat entitled "Map of property sold by Mullins Textile Mills, Inc., to The Industrial Development Corporation in the City of Mullins, South Carolina", dated October 5, 1967, made by Johnson Engineers, Marion, S.C., and recorded in Plat Book 15 at Page 70 in the office of the Clerk of Court for Marion County, S.C., which said plat is incorporated herein by reference and made a part and parcel of this description.

Exhibit B
Purchase Option Rights

Landlord ("***Seller***") agrees to sell and Tenant ("***Purchaser***") agrees to purchase the Premises described on Exhibit A, upon the terms and conditions set forth in the Lease and as hereinafter set forth, together with all appurtenances, easements, rights-of-way, licenses, permits and other rights of Seller relating to the Premises.

1. Due Diligence. During the 45-day period following execution of the Option, Purchaser shall be entitled to, at its sole risk, cost and expense, to inspect all aspects of the Premises and to perform all title examinations and surveys Purchaser deems appropriate.

2. Closing Documents. Closing shall occur within 60 days of Purchaser's exercise of the Option as provided in the Lease, unless extended upon mutual agreement of the parties. Seller shall execute and deliver to Purchaser at Closing the following:

(a) Deed. Good and marketable title to the Premises to Purchaser by a limited warranty deed upon payment of the Purchase Price as set forth in the Lease. The deed shall be in proper form for recording and shall be duly executed and acknowledged.

(b) Title Documents. Any commercially reasonable affidavits or documents required by Purchaser's title insurance company.

(c) Residency Certificate. A certificate, certifying under oath, that Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

3. Closing Costs. Each of the parties shall pay its own attorney's fees arising from this transaction. Purchaser shall pay for all other closing costs, including without limitation documentary stamps, recording tax on the deed, title abstract charges, title insurance premiums, survey costs and recording fees.

4. Survival. Except as expressly stated otherwise herein, this Lease and the representations, covenants, indemnities, terms and conditions contained herein shall not survive the Closing. **By acceptance of a deed at Closing, Purchaser agrees to accept the Premises "As-Is/Where-Is" as to all aspects of the Premises.**

5. Remedies.

(a) If Purchaser defaults on its obligation to purchase the Premises after exercising the Option in accordance with the terms of the Lease, Seller may pursue any rights and remedies as may be available to it at law or in equity.

(b) If Seller defaults on its obligation to convey the Premises to Purchaser after Purchaser's proper exercise of the Option, Purchaser may pursue its right of specific performance.

(c) The party prevailing in any litigation to enforce the terms herein shall be entitled to collect its reasonable attorneys' fees and costs as against the party not prevailing in addition to other rights and remedies granted by a court.

Exhibit C

**CITY OF MULLINS LEASE TO RLT HOLDINGS LLC
PURCHASE OPTION PRICE**

<u>Rental Payment Date</u>	<u>Rental Payment</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Purchase Price Applicable After Rental Payment</u>
5/__/2017	\$75,000.00	\$0.00	\$75,000.00	\$240,010.00
5/__/2018	64,566.49	7,200.00	57,366.49	182,643.51
5/__/2019	64,566.49	5,479.01	59,087.48	123,556.03
5/__/2020	64,566.49	3,706.38	60,860.11	62,695.92
5/__/2021	64,566.49	1,880.57	62,685.92	10.00
Totals	\$333,265.96	\$18,265.96	\$315,000.00	