

State of South Carolina,
County of Greenville.

This Agreement made and entered into this 31st, day of July, 1919, at Greenville, S.C., by and between Mrs. Mamie P. Browning, a resident of said County and State, as party of the first part, hereinafter designated lessor, and The W.T. Grant Company, a mercantile corporation created by and under the laws of the State of Massachusetts, with the principal executive office in the City of New York, as party of the second part, hereinafter designated as lessee;

Witnesseth: That the said lessor, as the owner of a certain property in the City of Greenville, said County and State, fronting seventy-six feet on the west side of N. Main Street and fronting one hundred and twenty feet on the north side of Coffee Street, and bounded on the west by an alley way, on which is situated a two-story building fronting on said N. Main Street, consisting of a basement beneath the street floor and two regular stories above the basement, the same being now subdivided into two ~~store~~ store rooms, and the second story being now used separately for office purposes, does hereby lease, demise and let unto the said W.T. Grant Company, Lessee, all of the said property for the full term of twenty years, beginning January 1st, 1924, and ending December 31, 1943, upon the consideration of the following payments of rent, payable monthly in advance, in the following amount, to-wit:

From January 1st, 1924 to December 31, 1933, both inclusive, the sum of One thousand and ninety-three dollars and seventy-five cents (\$1,093.75), per month;

From January 1, 1934 to December 31, 1938, both inclusive, the sum of Thirteen hundred and twelve dollars and fifty cents (\$1312.50), payable monthly;

From January 1, 1939 to December 31, 1943, both inclusive, the sum of Fifteen hundred and thirty-one Dollars and twenty-five cents (\$1531.25), payable monthly.

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That in addition to the said amount above stated, which shall be received by the lessor as ^{Net} rental for said property, the said lessee agrees to pay during the entire term of this lease all taxes, or other charges that may be assessed against said property, and all street and sidewalk improvements that may be assessed against said property and also to pay all fire insurance or other insurance premiums necessary to keep said property fully insured; also lessee agrees to pay all charges for water, light, heat and all other charges or expenses of any sort growing out of the maintenance, use and occupancy of said building, so that the party of the first part, lessor, shall not be called upon nor required to pay out of the net rental above stated, any sums of money whatsoever for the maintenance or operation of said property during the term of this lease; and also lessee agrees that during the entire term of this lease it will keep the said building on said premises in good repair and at the end of said lease shall turn over to the lessor, her heirs or assigns, said building in as good condition as it is on the first day of this lease, January 1, 1924, natural wear and tear along excepted, and the said lessee agrees to protect and hold harmless the said lessor against any claims or demand for loss or damage to any one because of the improper construction, maintenance or use of said premises.

-III-

Lessor hereby agrees and binds herself, her heirs or assigns to pay to Forrest and George Adair, their successors or assigns, agent, for negotiating this lease and collecting rents thereon, a sum of money equivalent to five per cent of said rental above set out, payable monthly, and said five per cent commission have been computed and added into the amounts above stated as rentals.

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It is understood and agreed that lessee is not obligated to pay any income tax, war tax or excess profit tax, levied or to be levied by any government upon the rental payments herein contemplated to be paid.

-IV-

It is further understood and agreed that in the event any installments of rental, or any taxes, assessments or other charges shall not be paid promptly when due, or in the event any of the terms, conditions and stipulations of this lease are not performed by the lessee, and if any such payment shall remain past due and unpaid for thirty days after notice thereof by the Lessor to the lessee, then lessor shall have the right to cancel and annul this lease and to reenter and take possession of said property, at her option or that of her heirs or assigns, but in any such event this agreement shall be merely cumulative and shall not prevent lessor from taking such other action for the collection of said rental or charges and any damages for the breach of the contract, as lessor may be legally entitled to take. It is understood and agreed that lessee shall have the right to make such changes, at its own expense as it may desire in said building, provided that no such changes or alterations shall in any wise impair the strength or stability of said building nor shall the stone work or pilasters at the front entrance be changed or removed.

-V-

It is further understood and agreed that lessor shall deliver said premises to lessee on the first day of January 1924, in as good condition as the same now are, necessary wear and tear alone excepted; provided that should said building or any part thereof before January 1st, 1924, be destroyed or damaged by fire, ~~by lightning, or by explosion, or by any other cause~~, so as to become untenable, then such necessary time as may be required in order to restore or repair said building shall be allowed so as to conform to its condition before loss or damage as near as may be reasonably possible. It is agreed and understood that there shall be no assignment, transfer or subletting of this lease or of said premises without the written consent of lessor first obtained, and no such transfer, assignment or subletting shall decrease the obligation of lessee; and if said premises be destroyed or damaged by fire, ~~by lightning, or by explosion, or by any other cause~~, during the term of this lease, then lessor shall as soon as reasonably possible restore said premises to their condition as before the fire, and during such period of restoration or repair rents shall be abated and should the lessee be adjudicated bankrupt, either voluntarily or involuntarily, or should this lease be transferred or assigned by operation of law, then in any such event this lease shall at the option of the lessor become null and void and the lessor may reenter and take possession of said premises. It is further agreed that should any tax, assessment or charge herein agreed to be paid by the lessee be disputed by the lessee, then the lessee shall have the right to contest it, provided the bonds required by law be given, if any are so required, and the period of default herein referred to shall begin from the date of final judgment on said contest. Lessee shall have peaceful possession for the term of this lease. In testimony whereof the parties hereto have set their hands and seals this July 31, 1919, in the presence of the witnesses below appearing. Erasures & Interlineations noted.

J. Hudson Williams,

Mamie P. Browning (Seal)

J. J. McSwain.

W. T. Grant Co., (Seal)

C. E. Freeman,

By W. T. Grant, Prest.

R. N. Briskman.

(Over)