

WALTER, SPAIN & CORWELL CO., CHARLESTON, S. C. 45214

Whereas, Louis C. Rosenblatt of New York City, and Benjamin Karpf of The Vogue, Incorporated of Savannah, Georgia, are the owners in fee simple of the premises on the West side of North Main Street known and designated as No. 209 North Main Street, in the City and County of Greenville, State of South Carolina, and

WHEREAS, said Louis C. Rosenblatt and Benjamin Karpf are about to lease the said premises to the above named Benjamin Karpf, The Vogue Inc. G & B

NOW THIS MEMORANDUM OF AGREEMENT, made and entered into this 30th day of October, 1924, by and between Louis C. Rosenblatt and Benjamin Karpf hereinafter described as "Landlord" and Benjamin Karpf, The Vogue Inc. hereinafter described as "Tenant", G & B

That the Landlord has leased to the Tenant, who has hired and taken the same, that lot of land in Greenville, South Carolina, on the west side of North Main Street, known and designated as No. 209 North Main Street, said lot fronting twenty-five feet on North Main Street with a depth of one hundred twenty feet to an alley, together with the building consisting principally of showcases, shelving, racks, counters, safe and other fixtures, for the term of four and one-half years beginning July 1st, 1924 and ending December 31st, 1928, at the annual rental of Twelve thousand (\$12,000) Dollars payable in equal monthly installments of One thousand (\$1,000) Dollars on the first day of each and every month in advance. Said rent shall be payable at the office of Louis C. Rosenblatt 131 West 35th Street, Borough of Manhattan, City and State of New York.

The tenant is hereby granted an option to renew this lease for an additional term of five years at the same rental, provided however, that the said tenant shall give to the landlord thirty days' written notice of his intention to exercise said option.

The tenant hereby agrees to pay all gas and electric bills as the same become due, and further agrees that he will not use the said premises or any part thereof for any unlawful or dangerous purpose, or carry on any business therein, or for any other purpose, than of cloaks and suits, ready-to-wear apparel and accessories.

That the tenant shall not assign this agreement or underlet or sublease the premises or any part thereof, or make any alteration on the premises without the written consent of Louis C. Rosenblatt, or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, under the penalty of damages and forfeiture.

The tenant agrees that he will take good care of the premises and at the end or other expiration of the said term, shall deliver up the demised premises in good order and condition, damages by the elements excepted.

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Governments, and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of any Board for the prevention of fires, at his own cost and expense.

That the tenant shall, in case of fire, give immediate notice thereof to Louis C. Rosenblatt, and the landlord shall thereupon cause the damage to be repaired forthwith, but if the premises be so damaged that the said Louis C. Rosenblatt shall decide to rebuild, the term shall cease and the accrued rent be paid up to the time of the fire. If the premises shall be only partially destroyed and partially occupied, there shall be a fair adjustment of the rent until such time as the premises shall be restored by the landlord.

(OVER)

WALTER, SPAIN & CORWELL CO., CHARLESTON, S. C. 45214

Said Tenant agrees that the said Louis C. Rosenblatt, his agents and other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purpose of examining the same.

That if the said premises or any part thereof shall become vacant during the said term, Louis C. Rosenblatt or his representatives may re-enter the said premises either by force or otherwise without being liable to prosecution therefore, and re-let the premises as agent of the said Tenant and receive the rent therefor, applying the same, first to the payment of such expenses as the said Louis C. Rosenblatt may be due to in re-entering, and then for the payment of the rent due by these premises, the balance, if any, to be paid over to the Tenant who shall remain liable for any deficiency.

That if the tenant shall fail to pay the said rent in advance as aforesaid, although there shall have been no legal or formal demand made, or shall neglect to pay the gas and electric bills at the time the same shall fall due and be payable, or shall transfer or assign this lease, or let or sublet the whole or any part of said premises, or use the same except as a cloak and suit, ready-to-wear apparel and accessories store, without the written consent as aforesaid, or shall use the same for any disorderly or unlawful purpose, or break or violate any of the within covenants, then and in either of such events this lease and all things herein contained shall, at the option of the said Louis C. Rosenblatt, cease and determine, and shall operate as a Notice to Quit, any timely Notice to Quit being hereby expressly waived; and the said Louis C. Rosenblatt may proceed to recover possession of the said premises under and by virtue of the provisions of any law of the City and County of Greenville, State of South Carolina, or by such legal process as may be in operation and force in like cases relating to proceedings between landlord and tenant.

The landlord agrees that he will pay for elevator service in the demised premises, but the expenses therefor are not to exceed the sum of Ten (\$10.00) Dollars during any one month.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties that the tenant herein will not maintain, nor will he permit to be maintained on the exterior or interior of said premises herein leased, which may be open to public inspection, any signs, billboards, posters or other advertising matter, except such as relate entirely to the sale or advertisement of goods or merchandise of the Tenant's name.

IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements contained in the within lease to be performed by the respective parties, are binding on, and may be legally enforced by the said parties, their heirs, executors, administrators, successors and assigns respectively, and that no waiver of any breach of any covenant herein shall be construed to be a waiver of the covenant itself or of any subsequent breach thereof, or of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this agreement in duplicate, the 30th day of October, 1924.

In the Presence of: Benjamin Harpf (L.S.)
Geo. T. Brelsford Louis C. Rosenblatt (L.S.)
Landlord.
Tenant, The Vogue Inc. By- B. Karpf

STATE OF NEW YORK
COUNTY OF NEW YORK ss,

On this 11th day of November, 1924, before me Personally came Louis C. Rosenblatt, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



Geo. T. Brelsford
Notary Public
New York County No. 312
New York Register No. 6116
Term Expires March 30, 1928.