

State of South Carolina,
County of Greenville.

AGREEMENT this day entered into between Main Street Realty Corporation, hereinafter called LESSOR, of the First Part, and Heyward Mahon Company, hereinafter called Lessee of the Second Part, WITNESSETH:

In consideration of the rentals hereinafter set forth the Lessor agrees:

To lease to the Lessee for a period of two years, commencing June 1, 1933 and ending June 1, 1935, the first floor of the store building being # _____ North Main Street, formerly occupied by J. O. Jones Company, and that space on the second floor of said building occupied and used as a tailor shop, for the purpose of operating and conducting therein a retail men's furnishing store.

In consideration of the leasing of the above property, the Lessee agrees to occupy said premises and to pay as rental therefor a sum equal to five per cent (5%) of the total net sales of the Lessee, being the total gross sales less returns of goods sold, and the Lessee hereby guarantees to pay to the Lessor a minimum rental of Three Thousand (\$3,000.00) Dollars per year, said minimum rental to be paid on the last day of each and every month; in the event five per cent of the total net sales shall exceed such minimum rental, said excess shall be paid to the Lessor on the first days of December and June, after the execution of this lease. The Lessee agrees that the Lessor or the Executor of the Estate of James _____ McPherson shall have the right to inspect its books for the purpose of determining the amount of its total net sales.

The Lessee agrees, if requested by the Lessor, to deduct from the rental to be paid by it all insurance and taxes on the building herein described and use the amount so deducted to pay said taxes and insurance and when and as they become due and turn over the receipts therefore to the said Executor and further agrees to pay the balance of said rental to the said Executor to be applied by it to the interest on the mortgage to James _____ McPherson.

The Lessee further agrees to make every effort to secure for the Lessor a suitable tenant for the operation of the department or shop or similar establishment on the second floor of the building other than the space described herein as the tailor shop and further agrees that the customers of said tenant shall have the right of free access to and egress from the premises so leased through the premises of the Lessee herein and that said tenant shall have the right to use for its customers and employees the elevator now installed in said building. Said tenant to be satisfactory to the Lessor and Lessee herein and to said Executor.

The Lessee further agrees that the amount and terms of rentals to be paid by such tenant shall be fixed by the Lessor and said executor and the rentals paid by such tenant shall be paid to the said Executor in addition to the rentals herein agreed to be paid by the Lessee.

It is further agreed that upon the failure of the Lessee to pay the rent herein stipulated as and when the same shall become due within thirty days after the time fixed for its payment, the Lessor or said Executor shall have the right at its option to terminate this lease.

It is further agreed that at the expiration of the period of this lease the Lessee shall have the option of extending the agreement on terms that will be satisfactory to the parties hereto and to the said Executor.

It is further agreed that this agreement shall become operative on the date above stated and when signed by the parties hereto and approved by the Executor and Heirs at Law of Jas. A. McPherson, deceased, the holder of the first mortgage on said property.

Witness our Hands and Seals at Greenville, S. C., this 9th day of May, 1933.

In the Presence of:

John J. Wicker, Jr.
L. W. Wesson,
Witnesses as to J. J. Wicker.
L. O. Stone,
F. S. Stone,
Witnesses as to B. S. Williams, Jr.
L. O. Stone
F. S. Stone
Witnesses as to G. Heyward Mahon, Jr.

Main Street Realty Corporation (L.S.)
Lessor
BY; J. J. Wicker, President and Treasurer.
and B. S. Williams, Jr., Secretary
Heyward Mahon Company, (L.S.)
Lessee
BY; G. Heyward Mahon Jr.
President and Treasurer.
and B. S. Williams, Jr.
Secretary.