

THIS AGREEMENT, made and entered into this 27 day of May 1930 by and between THE VOGUE, INCORPORATED, a corporation created and existing under the laws of the State of South Carolina, hereinafter called the Landlord, and SAVANNAH MILLINERY & SUPPLY COMPANY, a corporation created and existing under the laws of the state of Georgia, hereinafter called the Tenant,

WITNESSETH:

1. That the Landlord has leased, and by these presents does hereby lease, to the Tenant all of that certain floor space on the second floor of the store known as 209 North Main Street, in the city of Greenville, county of Greenville, and State of South Carolina, the dimensions and boundaries of which said space are as follows: Commencing at a point six (6) feet west of the western line of the elevator shaft on the south wall of said store (being the wall adjoining Grant Company) and running thence in a westerly direction to the rear wall of said second floor; thence in a northerly direction along said rear wall to the north wall of said store (being the wall adjoining Meyers Arnold Company); thence in an easterly direction to a point eighteen (18) inches west of the western line of said elevator shaft; as projected across said store; thence along an imaginary line across said store, in a southerly direction, to the point of beginning; excluding from said space, however, that portion of it now occupied by a washroom.

Together with the exclusive use of the center show window fronting on Main Street and the storeroom in the basement of said store previously occupied by the Tenant under a certain lease from B. Karpf.

It being understood and agreed, however, that, in the event the women's ready-to-wear department now and heretofore operated on said second floor immediately adjoining the space hereby demised shall at any time during the term hereof be removed to another location in said store, then the Tenant shall be allotted, in lieu of the said second floor space herein above described and at the same rental and upon the same covenants and conditions herein contained, a space of similar area and desirability immediately adjoining said new location of said women's ready-to-wear department, in the selection of which both of the parties hereto shall concur; it being the understanding and intention of the said parties that the space demised hereunder shall at all times adjoin said ready-to-wear department on the same floor, for the mutual benefits to accrue therefrom. But no such new designation shall affect the Tenant's right to the exclusive use of the center show window and the basement storeroom, as aforesaid.

2. In the event the basement in said store shall be remodeled so as to make it suitable for selling purposes, the Tenant shall have space in said basement 15x20 feet for the display and selling of millinery and millinery goods; said space to pass thereupon to the Tenant, in addition to the above described space, as part of the space demised under this lease and to be held by it upon the same rental and subject to all the terms and conditions contained in this lease.

3. This lease shall commence on the first day of July, 1930, and shall continue for a term of five (5) years from said date. Provided, however, that this letting and hiring shall be deemed to be, and shall be extended and renewed by and against the parties hereto for the further term of one year from the expiration of the term granted hereby, and from year to year thereafter, at the same rental and upon all the terms, conditions and covenants contained in this lease, unless either party shall, at least four (4) months next preceding the termination of any term granted hereby, give notice to the other of an intention to surrender or have possession of the premises, as the case may be, upon such termination. Said notice to be dispatched in writing, by United States registered mail, to the principal office of the other party, at the address last furnished the party so notifying. This clause shall be and continue operative likewise with respect to any renewals, extension or extensions hereof.

4. The Landlord shall furnish to the tenant, without any cost to the latter, heat, light, delivery within city limits, telephone, elevator, cashier, and porter service, the same as provided at the time for the remaining departments in said store.

5. The Tenant shall have access to said premises at any time after business hours, as well as during the same; provided it shall have given previous notice to the Landlord during business hours of its desire and intention to enter said premises after said hours.

6. The space hereby demised, or any space hereafter designated to the Tenant as hereinabove provided, shall be used by the Tenant for the sole purpose of selling the following described merchandise, to-wit: Women's and children's millinery and millinery accessories, artificial flowers, and such other articles as are usually handled for sale in a millinery department. The Landlord hereby covenants and agrees that the Tenant, at all times during the term of this lease, or any renewal or extension thereof, shall have the exclusive right to sell in said store the merchandise above described, and that the Landlord will not, during said term or any renewal or extension thereof, license or permit the sale or display of any such merchandise by any person other than the tenant nor itself offer for sale, sell, or display any such merchandise in competition with the Tenant, within said store and /or any annex or addition thereto.

(OVER)

7. The Tenant shall conform to the general policy of the store in the conduct of its millinery department.

8. All advertising matter of the Tenant shall bear the trade name employed at the time by the Landlord for the designation of said store, and the annual advertising cost to the Tenant shall not be less than two and one-half (2 1/2) per cent. of the net sales of its said millinery department during said period. In the event the annual advertising cost to the Tenant is not equal to such percentage, then the balance of such sum unexpended is to be paid to the Landlord as part of the consideration for the execution of this lease, upon accounting to be had annually between the parties.

9. The Landlord covenants and agrees that it will at all times during the term hereby demised, and / or any renewal or extension thereof, operate, or cause to be operated, in said store, departments for the sale of retail of women's and children's wearing apparel (other than the goods to be handled by the tenant), and that it will not sublet or assign any part of said store for any other purpose than that of selling women's and children's wearing apparel; it being recognized that this provision is necessary to promote the mutual welfare of the parties hereto, and to enable the Tenant to profitably conduct its business in said store.

10. The millinery department of the Tenant shall be conducted under the trade name employed at the time by the Landlord for the designation of said store, and shall be designated in all advertising as a department of said store; but neither party hereto shall, by reason of the use of such name, be liable for any obligations incurred by the other in its own behalf. The Tenant may, in incurring obligations in its own behalf, do so in its corporate name, but shall in any event be responsible therefor.

11. In the event a customer purchases millinery in the Tenant's department for cash, and for any reason should be dissatisfied with the purchase, having already paid for said merchandise, the Tenant shall refund to the customer the purchase price of said millinery upon request; provided however, that such request is made within forty eight hours from the date of purchase, and that the merchandise has not been worn, damaged or used.

12. The right of the Tenant to remove at any time any and all merchandise, fixtures, floor coverings, and / or other improvements installed by it upon said premises at any time heretofore or during the term of this lease or any renewal or extension thereof is hereby expressly recognized. Should the Tenant decide to sell said fixtures during the term of this lease or any renewal or extension thereof, the Landlord shall have the first option to purchase the same at the same price and upon the same terms as they may have been offered to any one else.

13. In the event of damage to said store by fire or other casualty, the Landlord shall make repairs with all reasonable speed. The rent shall cease if the premises are unfit for profitable occupancy by the Tenant or if they are partially unfit for the profitable occupancy by the Tenant it shall abate in proportion to loss to Tenant's business occasioned thereby; until the building is restored to substantially its former condition; provided, that if the building be damaged to the extent of fifty (50%) per cent., either party shall be at liberty to terminate this lease forthwith.

14. This lease shall not be assigned nor the premises or any part thereof sublet without the consent of the Landlord in writing; and in event the interest of the Landlord in this lease shall at any time vest in or devolve upon any person other than the Landlord, whether by voluntary transfer or by operation of law or otherwise, the Tenant, at its option, may elect to terminate this lease by written notice dispatched to the Landlord within a reasonable time after notice thereof. But such transfer, assignment, or subletting, by either party, when acquiesced in by the other party, shall not serve to relieve the party so transferring, assigning, or subletting, from its liability and obligations to the other party hereunder.

15. As consideration for the covenants herein contained and as rental for the premises hereby demised, the Tenant agrees to pay to the Landlord the sum of fifteen (15%) per cent. of the net sales of the said millinery department. The cashier of the Landlord shall receive all monies from cash sales in the Tenant's millinery department, and on Monday of every week the Landlord shall remit to the Tenant all such monies so received during the preceding week less the aforesaid percentage rental for the like period. The funds so held from week to week by the Landlord shall be regarded as held in trust for the Tenant.

16. The Landlord agrees to guarantee such charge accounts for merchandise purchased by customers in the Tenant's millinery department as shall be approved by the Landlord or authorized representative; the amounts of such charge sales to be paid by the Landlord to the Tenant at the end of each month, for the month immediately preceding, whether the same will have been collected by the Landlord or not, and no abatement to be made by reason of the Landlord's inability to collect accounts previously paid by the Landlord to the Tenant.

17. Open passageways shall be maintained at all times to, through, and from the Tenant's millinery department from and to entrances and exits, stairways, aisles, and the other departments of the Landlord's said store; and no partition, screen or obstruction of any kind shall be erected or maintained between said space and the other departments in said store.

(OVER)