

State of South Carolina,
County of Greenville.

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1942, by and between Martha Davenport McCleery, of the City of New York, County and State of New York, party of the first part, hereinafter sometimes called the Landlord, and Efirds Department Store of Greenville, S. C., a corporation organized under the laws of the State of South Carolina, party of the second part, hereinafter sometimes called Tenant.

W I T N E S S E T H :

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

(1) That the Landlord does hereby grant, bargain, demise, and lease unto the Tenant, and the Tenant does hereby accept from the Landlord the following described property, located in Greenville, South Carolina, to-wit:

"The lot and store building situate on the east side of South Laurens Street, fronting approximately 32.5 feet on South Laurens Street, and being the building formerly occupied by Bolton Dixie Leather Company, together with the interest of the Landlord in the party wall of said building on the south, including stairway on first floor only."

TO HAVE AND TO HOLD the above described premises for and during the term of five years, beginning January 1, 1942, and ending at midnight December 31, 1946, unless sooner terminated as herein provided. It being agreed that the Landlord will give credit to the tenant for the amount of rent accumulating to date it signs and delivers lease to the tenant.

(2) The Tenant hereby agrees to pay the Landlord for and during said term a rental of Six Thousand Dollars (\$6,000) for said premises, payable at the rate of One Hundred Dollars (\$100) per month for the entire term of said lease. Said rent shall be payable monthly on or before the tenth day of each and every calendar month during said term, for the preceding month.

(3) The Landlord shall keep in good repair the roof, outer walls, and down spouts of said building. It is fully understood and agreed that the roof, outer walls, and down spouts of said building are at present considered sound and the Landlord shall not be called upon to make inspection of or repairs to the roof or other portions of the building until notified by the Tenant of the necessity thereof, and the Landlord shall not pay any damages for leaks or other causes should any occur, except after notice from Tenant and failure within a reasonable time to repair or remedy the same. Except as herein provided, the Landlord shall not be called upon to make any repairs or alterations during the term of this lease.

(4) The Tenant agrees to take the building just as it stands and to keep the building and premises in good order and repair during the entire term of this lease, and upon the expiration or termination of said lease shall deliver up the building and premises in as good condition as they were at the commencement of said lease, reasonable wear and tear excepted. The tenant has the privilege of taking out the brick wall 15 feet or more in length in rear end, so as to connect up and use all the alley space between the two buildings and will not be required to replace same at expiration of lease.

(5) In the event the Tenant, its successors or assigns, should be adjudicated bankrupt or placed in the hand of a receiver or should make an assignment of its property for the benefit of its creditors, or its stock of goods, wares, and merchandise shall be seized under attachment, execution, or other process, and such attachment, execution, or other process be not vacated or such property released within ten days, then, and in any such event, this lease may be immediately terminated at the option of the Landlord. Should any installment of rent be past due and unpaid for more than five days after the Landlord has given written notice by registered mail to the tenant at its address, the Landlord may, at her option, declare this lease terminated and enter and take possession of the premises.

(6) Should the building or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the building is restored and made fit for occupancy and use. Should the building be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy or use, this lease shall be terminated at the election of either party, notice thereof being given to the other party.

(7) The Lessee shall have the right to assign this lease or to sublet the said premises or any part thereof for the whole or any portion of the said term provided that if the occupancy of the assignee or sub-tenant shall be more hazardous on account of fire than the business of the Lessee, then the additional cost of insurance against fire upon the said building shall be paid by the Lessee or its sub-tenants or assigns. However, in the event that Efird's Department Store of Greenville, S. C., Inc. should exercise their right to sub-let, they will not