

B.B.B.
D.W.H.
S.M.
J.H.S.
L.V.S.
E.A.H.
H.B.L.
J.F.H.

AGREEMENT CANCELLING AND TERMINATING LEASE COVERING PREMISES KNOWN AS NOS. 12-14 NORTH MAIN STREET, GREENVILLE, SOUTH CAROLINA, AND PROVIDING FOR POSSIBLE EXTENSION THEREOF BEYOND DECEMBER 31, 1956

AGREEMENT, made and entered into this 29 day of January 1954, by and between BELMONT REALTY & INVESTMENT CO., a South Carolina corporation, with offices at 411 North Main Street, Greenville, South Carolina, BELLE B. HUNT, widow of T. Frank Hunt, Individually and as Executrix of and Trustee under the Last Will and Testament of T. Frank Hunt, Deceased, together with FLORA H. SHERMAN, HARRIET H. BOZEMAN, TIMOTHY FRANKLIN HUNT; and GLORIA V. SHERMAN, FLORA S. HUDSON, BILL B. BOZEMAN and HARRIET B. LESLIE, Individually and as Representatives of all the born or unborn children of FLORA H. SHERMAN and HARRIET H. BOZEMAN, all of Greenville, South Carolina, and DAVID W. HUNT, and KENNETH FRANKLIN HUNT, by DAVID W. HUNT, his duly appointed Guardian Ad Litem and D. W. HUNT, JR., Individually and as Representatives of all the born or unborn children of DAVID W. HUNT, all of Columbia, Richland County, South Carolina, and Alfred F. Burgess, Greenville, S.C. hereinafter called the "Landlord", and J. C. PENNEY COMPANY, a corporation existing under the laws of the State of Delaware, with offices at No. 330 West 34th Street, New York 1, N. Y., hereinafter called the "Tenant",

WITNESSETH: That,

WHEREAS, by lease dated August 27, 1941, F. W. Symmes, Belle B. Hunt and others leased to Tenant certain premises known as Nos. 12-14 North Main Street, in the City of Greenville, County of Greenville and State of South Carolina, said premises being more particularly described in said lease and which said lease was filed for record in the Office of the R.M. C. for Greenville County, South Carolina, on November 5, 1941 and recorded in Deed Book 240 at Page 60; and,

WHEREAS, said lease was supplemented by the parties to said lease by an unrecorded agreement also dated August 27, 1941; and,

WHEREAS, the parties named herein as Landlord are now