

State of South Carolina, )  
County of Greenville. )

This Agreement made and entered into by and between W.C. Gibson, as Agent of the Cauble Estate, hereinafter called the Landlord, and S.H. Kress & Company, a New York Corporation, hereinafter called the Tenant, Witnesseth:

That the Landlord hereby leases to the Tenant, and the Tenant leases from the Landlord for nine years and three months, beginning October 1, 1922 and expiring December 31, 1931, the following described property: (All that certain lot of land, together with the buildings situated thereon on the west side of Main Street, in Ward One, of the City of Greenville, South Carolina, and have a frontage of 24 feet on said Street and more particularly described as follows, to-wit:

Beginning at the corner of the Store-room now occupied by S.H. Kress & Company on Main Street and running thence with the line of said store-room in a westerly direction 127 feet to the building erected by S.H. Kress & Company on the Cauble land; thence with the line of said wall in a northerly direction 18 feet; thence in a line parallel with the first line in an easterly direction 47 feet; thence in a northerly direction and in a line parallel with Main Street 6 feet, more or less, to the center of the wall of the building now occupied by the Men's Shop; thence with the center of said wall in an easterly direction 80 feet, more or less, to Main Street; thence with Main Street in a southerly direction 24 feet, more or less, to the beginning corner.)

The rent for the first three months is Two hundred and seventy-five Dollars per month, payable in monthly installments, the first installment to be paid on October 1, 1922. The annual rental for the next year, that is to say, from January 1, 1923 to December 31, 1923 is to be Thirty-six Hundred Dollars per annum, payable in monthly installments of Three hundred Dollars per month.

And the rental for the next eight years, that is to say, from January 1, 1924 to December 31, 1931, is the sum of Forty-eight hundred Dollars per annum, payable in monthly installments of Four hundred dollars each. All rents to be payable monthly in advance.

The Landlord gives the Tenant the option of renewing this lease at its expiration for a further period of ten years on the same terms and conditions herein mentioned. The annual rental for the said renewal period of said premises shall be Six Thousand Dollars, payable in monthly installments of Five hundred Dollars each in advance. If the Tenant desires to exercise said option, Tenant hereby agrees to notify Landlord of said intention not less than three months before the expiration of this lease by mailing a written notice thereof, addressed to said Agent, at his last known address.

All notices or communications which the Tenant may desire, or be required to give said Landlord, shall be mailed to W.C. Gibson, Greenville, S.C., as Agent aforesaid, and all checks for the payment of rent as herein stipulated shall be mailed to the said W.C. Gibson as Agent aforesaid. Provided, however, if said Gibson shall die or cease to act as agent aforesaid, the parties owning the property are to immediately designate in writing to said Tenant the name and address of some other agent to accept said notices and said rent from said Tenant.

The said Landlord shall pay any and all taxes assessed on the ground only. The Tenant to pay any and all taxes assessed against the building on said premises as well as any water rents, or other charges assessed against the building. The said taxes and other charges mentioned above shall be apportioned for the first year of said term, and the Tenant shall only be required to pay the apportioned sum from the beginning of the term of this lease.

(Over)