

State of South Carolina,

County of Greenville.

Lease Contract.

This Indenture, made and entered into this the 4th day of December A. D. 1929, by and between Farmers Loan & Trust Company, a corporation of Greenville, S.C. hereinafter referred to as the Lessor; and Levy & Nathan, Inc., a corporation of New York, hereinafter referred to as the Lessee,

Witnesseth:

1. For and in consideration of the terms, conditions and rent to be paid as hereinafter stipulated, the Lessor has granted, bargained and released, and by these presents does grant, bargain and lease unto the Lessee, the following described premises, to-wit:

The Ground-floor and Basement of that certain building in the City of Greenville, County and State aforesaid, on the East side of South Main Street, between Washington Street and McBee Avenue, being known as No. 7 South Main Street, and being the premises formerly occupied by Orton Eakin Company, Inc. ", for a period of three (3) years, commencing January 1, 1930, and ending December 31, 1932.

2. As a part of the consideration for said lease unto it, the Lessee agrees, contracts and binds itself and its successors to pay unto the Lessor as rent for said term the sum of Three Hundred & No/100 (\$300.00) Dollars per month, payable on the 1st day of each month, beginning with the 31st day of January 1930.

3. The Lessee shall make no material alterations, changes or improvements, to said premises without first obtaining the written consent of the Lessor: and all alterations, changes or improvements so made shall be done at the expense of the Lessee, and the same shall revert and be surrendered to the Lessor upon the expiration of this Lease.

4. It is further understood that the Lessee will not use or permit said premises to be used for any purpose contrary to any law, statute or ordinance of the United States, State, County or Municipality, nor for any purpose denominated hazardous by fire or other insurance companies, or by which the rate of insurance on the building will be increased.

5. In the event that the premises herein leased should at any time during said term be rendered totally unfit for use by fire or other casualty without the fault of the Lessee, then this contract shall at once be terminated, the Lessee to be fully responsible for all rents due to be paid upto the date of its removal from said premises.

6. In the event that said Lessee shall violate any condition herein contained, or shall be in default in the payment of rent for a period of thirty days, it will, upon notice of such default, either repair and make good the same, or shall vacate and surrender said premises to the Lessor within ten days from the date of such notice; and such surrender shall not operate to defeat the right of the Lessor to enforce the terms of this lease as to payment of rent. It is further understood that in case the Lessee becomes insolvent or receivership or bankruptcy proceedings commenced against it, then this lease is to become null and void at the option of the Lessor.

7. The Lessor agrees to keep the roof of said building in reasonable repair; and further agrees that during the customary season it will supply the leased premises with heat. The Lessor further agrees that it will close the entrance leading from the leased premises to the second floor of said building so as to render the leased premises inaccessible from the said entrance.

8. The Lessee accepts the leased premises in its present condition, and agrees to be fully responsible for all expenses incident to its occupancy hereof and further agrees that except as specifically agreed to in Paragraph 7 hereof, the Lessee shall bear no expense whatsoever in connection with said leased premises. The Lessee agrees to keep said premises in good order and will promptly replace and repair all breakages, defacements and damages thereto, and assumes full liability for any and all personal damage and injury which may occur in and about said premises. The Lessee agrees that upon the termination of this lease or prior surrender of said premises for default as herein specified, it will vacate the same and surrender said premises unto the Lessor in as good general condition as they now are or shall hereafter be placed, in, ordinary, wear, tear and damage by the elements excepted. Lessor, however, agrees, to permit Lessee to remove the partitions in the rear of the storeroom; with the understanding that Lessee is not obligated to replace these partitions upon vacating the premises. Lessor may have the use of a portion of the removed partition.

9. This lease shall not be assigned or transferred nor any portion of said premises sublet without the written consent of the Lessor. Lessor, however, agrees not to withhold consent for a subletting to a similar retail business if Lessee agrees to remain primarily liable for the payment of the rent under the terms of this lease.

10. It is understood and agreed that the Lessee shall have the privilege of renewing this lease upon its expiration for an additional period of two years for the sum of Three Hundred Fifty & no/100 (\$350.00) Dollars per month, subject to the other conditions of this lease, the Lessee to notify the Lessor in writing thirty days prior to the expiration of this lease whether it elects such renewal privilege.

11. Lessee may have the use of space immediately in the rear of the building sufficient for the parking of one or two automobiles.

(OVER)