

THIS AGREEMENT, made this 28th day of December, 1944, by and between J. F. Finlay and wife, Cora Smartt Finlay, H. M. Finlay (single), and Edward Finlay and wife, Mary Louise Finlay, hereinafter referred to as "Lessors" (which means "respective lessors" whenever used hereinafter, unless the context shows otherwise), and/or by name, and Ivey-Keith Company, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called "Lessee" or "Tenant" or by name,

WITNESSETH:

That J. F. Finlay, H. M. Finlay and Edward Finlay originally owned all of the hereinafter-described, separate, adjoining tracts or parcels of property jointly, as a single piece of property, but later divided the property among themselves, and now J. F. Finlay owns that portion of said property called "Tract No. 1"; H. M. Finlay, that portion of said property called "Tract No. 2"; and Edward Finlay, that portion of said property called "Tract No. 3"; as shown by deeds filed for record in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, and recorded in Deed Book 262 at pages 378 et seq., but as it is provided in each and all of said deeds that

"There is reserved to the grantors herein a right of easement over the entire alleyway or private driveway as shown on the photostatic copy of plat or map, across the east end of said Tracts No. 1, No. 2 and No. 3",

neither J. F. Finlay, H. M. Finlay nor Edward Finlay covenants for the quiet possession of any portion of said property covered by the said alleyway and/or that is above or below the alleyway as it now exists on said property; however, each and all of said Lessors consent to the Lessee's using said alleyway during the term of this lease to such extent as may be lawfully done.

Subject to the above, each of the respective Lessors, in consideration of the rents hereinafter reserved to the Lessors, and upon the terms, conditions, covenants and agreements herein contained to be paid, performed and kept by the Lessee or so performed by it and its successors and assigns, does hereby lease unto the Lessee, upon and under the terms, conditions, covenants and agreements herein, and the Lessee does hereby lease and take as tenant under the respective Lessors, the premises hereinafter described, following the name of the respective Lessor, all of said property being located on the east side of Main Street and immediately north of North Street in Greenville, Greenville County, South Carolina, to-wit:

2. J. F. Finlay leases the following-described property for a term of twenty years under the terms and conditions set out herein, which has a two-story, brick building with basement on it, to-wit:

Tract No. 1: Beginning at a point at the northeast corner of Main and North Streets at the southwest corner of the (formerly) E. J. Finlay property; thence along the east line of Main Street, North twenty (20) degrees East, fifty-eight (58) feet two and one-half (2½) inches to the center of a party wall; thence in the center of said party wall South 70 degrees East, forty-seven (47) feet four and one-half (4½) inches more or less to a point in the center of a 17" party wall at first floor; thence continuing along center line of said wall South 20 degrees West, 13 feet 5 inches more or less, to a point in the center of a 17-inch party wall at the first floor; thence along the center of said party wall South 70 degrees East 54 feet 5½ inches more or less to a point in the line of the East face of wall; thence along the East face of wall North 20 degrees East 5 feet 3½ inches to a point in the north face of wall of basement steps; thence along the line of the north face of wall and the extension of same South 70 degrees East, 25 feet 6 inches more or less to a point in the east property line; thence along the east property line; thence along the east property line southwesterly 50 feet 1 inch to a point in the north line of North Street at the southeast corner of the (formerly) E. J. Finlay property; thence along the north line of North Street North 70 degrees West 126 feet 10 inches, to the point of beginning.

3. H. M. Finlay leases the following-described property for a term of twenty years under the terms and conditions set forth herein, which has a one-story in part, and two-story in part, building with basement on it, to-wit:

TRACT No. 2: Beginning at a point in the east line of Main Street, North 20 degrees East 58 feet 2½ inches from the northeast corner of Main and North Streets, said point being the northwest corner of Tract No. 1; thence along the north line of said Tract No. 1 in the center of a party wall South 70 degrees East, 47 feet 4½ inches, more or less, to a point in the center of a 17-inch party wall at first floor; thence continuing along center line of said wall South 20 degrees West, 13 feet five inches more or less, to a point in the center of a 17-inch party wall at the first floor; thence along the center of said party wall South 70 degrees East 54 feet 5½ inches, more or less, to a point in the line of the east face of wall; thence along the east face of wall North 20 degrees East, 5 feet 3½ inches to a point in the north face of wall of basement steps; thence along the line of the north face of wall and the extension of same South

Termination of Lease See Deed Book 997 Page 44 or Amendment to and Extension of Lease Agreement See Deed Book 732 Page 185

G.M.I. J.F.F. G.M.I. J.F.F.