

Lease

State of South Carolina  
County of Greenville

This agreement made and entered into this 26th day of October, 1928, by and between E. M. Wharton of Greenville, S. C., party of the first part, hereinafter designated as the Lessor, and the Lerner Stores Corporation, Inc., 352 Fourth Avenue, New York, hereinafter designated as Lessee, party of second part.

Witnesseth:

That for and in consideration of the rents, agreements and covenants hereinafter mentioned, ~~made~~ and contained on the part of the said Lessee, to be kept and performed, ~~the Lessor~~ does hereby demise, rent and lease unto the Lessee, certain premises in the City of Greenville, County of Greenville, State of South Carolina, known and described as follows, to-wit:

The premises known as No 123 North Main Street, located on the West side of North Main Street, between Coffee and North Streets, in Ward One, City of Greenville, having a frontage of twenty-seven feet, more or less on North Main Street and running back a depth of one hundred and twenty feet, more or less, upon which there is a two-story brick building with basement. This building is bounded as follows: on the south by a stairway, on the north by Sullivan-Freeman Hardware Co., on the East by North Main Street and on the West by an alley; said building now being occupied by Jones Furniture Company. This building to be used for mercantile purposes.

To Have and To Hold the above described premises unto the Lessee for a period of twenty years, beginning on the first day of September 1929, and ending on the 31st day of August, 1949, at and for a monthly rental of Six Hundred (\$600.00) Dollars to be paid on the first day of each and every month in advance, during the first ten (10) years of this lease; at and for a monthly rental of Six Hundred and Fifty (\$650.00)

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Dollars to be paid on the first day of each and every month in advance, during the second ten (10) years of this lease.

In addition, and as a further consideration for the use of said premises and building, said Lessee agrees to pay all taxes that may be assessed against said property and all street and sidewalk improvements that may be assessed against the herein leased ground and building; taxes for first and last years of the term to be apportioned; and also to pay the premiums on fire and tornado insurance to be carried by and in the name of the Lessor, to an amount of full coverage as allowed by the laws of South Carolina. The policies to be placed in stand and fire insurance companies licensed to do business in South Carolina, acceptable to the Lessor, and to be kept within his possession; said Lessee agrees to keep free from all liens of laborers, contractors or material men for repairs or improvements.

It is understood however, that nothing herein contained shall be construed as requiring Lessee to pay any inheritance, transfer or estate tax, income or excess profit tax, or any tax upon rental assessed the Lessor by whatever authority imposed.

It is understood that in the event of any assessment being levied against the demised premises for local benefits or improvements constituting a permanent benefit to the freehold, other than heretofore recited, the amount of such assessment shall be equitably apportioned between, and paid by, the Lessor and Lessee in accordance with their respective interests in the premises.

All of said obligations on the part of the said Lessee are hereby declared to constitute an additional part of a stipulated monthly rental for said leased premises, and failure or default on the part of the Lessee to pay the premiums on said insurance or to maintain said insurance shall give the Lessor the right to pay such premiums and maintain such