

It is agreed and understood that the parties of the second part shall operate its said department under the trade name of THE VOGUE FURRIERS and that said department shall be separate and distinct from the operations of Shirby's, Incorporated.

It is further agreed by the parties hereto that they shall cooperate in obtaining for their joint benefit the most advantageous advertising contracts possible, the intent being that the parties hereto will cooperate in obtaining a joint newspaper advertising contract if a rate saving can be obtained thereby.

Parties of the second part agrees to only keep in their employ such help as is satisfactory and not objectionable to the party of the first part and both parties hereto agree to allow to the employees of each other the usual discounts allowed to employees on their personal purchases.

The parties of the second part agree to insure at their own expense all of their own merchandise, fixtures, and employees while on the premises of the said store, and both parties hereto agree that neither shall be responsible to the other for any loss incurred by fire, flood, tornado, or other such causes on the premises. Both parties are obligated to carry public liability insurance and to pay their individual premiums therefor. In the event one such policy can be obtained to cover both parties, then and in that event, the costs of such policy shall be equally divided between the parties hereto. Both parties hereto agree to carry all insurance, social security and unemployment compensation taxes required of their separate businesses under the laws of the State of South Carolina or the United States.

It is further agreed and understood that ~~prior on or about~~ to March 15, 1939, the said party of the first part is to cause a new front to be built to said store, according to plans and specifications mutually agreed upon by both parties hereto, with no part of the costs of the construction of said front to be absorbed by the parties of the second part.

The said party of the first part further agrees to redecorate the interior of said store building by repainting, carpeting the floor, and installing new light fixtures therein at a cost not exceeding \$900.00; that the said parties of the second part shall bear one-third of the costs of such redecoration, but the total of said costs to the said second parties shall not exceed the sum of \$300.00.

It is further agreed that in the event the said party of the first part shall for any reason during the continuance of this contract desire to discontinue its business, the parties of the second part shall have the right and privilege to purchase said business at a price to be set by three appraisers to be appointed, one by the party of the first part, one by the parties of the second part, and the third to be chosen by the two appraisers appointed by the parties hereto. Said privilege of purchase must be exercised within fifteen days after the report of said appraisers. In the event the parties of the second part shall decline to exercise said privilege of purchase at the figures and upon the terms set by said appraisers, and the said first party proceeds to sell said business to some other person, then and in that event, said second parties shall, after notice of such sale, have the right to declare this lease and contract at an end, and vacate the premises within thirty days after date of notification.

In the event that the party of the first part shall desire to obtain an extension of the term of its present lease on the entire premises at any time during the continuance of this lease, then and in that event, the said party of the first part shall be obligated to offer to the parties of the second part an extension of the term of this contract for a period coextensive with the term of such extended lease, at a rental cost to the parties of the second part, to be increased or decreased, as the case may be, by the same percentage as such new rental figures is increased or decreased from the average rental that is now provided for in the lease of the entire premises. After the parties of the second part receives notification from the party of the first part of its intention to obtain an extension of said lease, the said parties of the second part shall have thirty (30) days within which to either accept or reject the offer of renewal and extension. In the event the party of the first part shall extend its lease of the entire premises without first giving the second parties the notification hereinbefore provided, then and in that event, the said parties of the second part shall have the right to an extension of the contract for the term of such extended lease, by giving notice thereof within thirty (30) days after notification of such extension, at the same rental figure hereinabove provided in the case of notification of intention to obtain extension.

IT IS MUTUALLY AGREED AND STIPULATED, as follows:

1. That this contract shall not, nor shall any part thereof, or interest therein, be assigned in whole or in ^{any} part by the second party, nor shall the premises leased, or any part thereof be used or permitted to be used at any time during the term of this contract by any person or firm other than the second party or a firm controlled by him, or for any purpose other than that specified herein, without the written consent of the first party, signed by one of its duly authorized officers.

(Next page)

Corrected according to copy.