

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

L E A S E

THIS INDENTURE OF LEASE, Made and entered into this 7th day of September, 1941, by and between Frances C. Floyd, Ora Tanner Gibson, Martha Marie Gibson Simon, all of Greenville, South Carolina; Betty Cauble Brunson, of Greer, South Carolina, Georgia Lee Gibson Wilson, of Thomasville, North Carolina; Peoples National Bank of Greenville, S. C., as Committee for Henry A. Gibson, a person non compos mentis; Janie C. Harris, of Richmond, Virginia; Evelyn W. Jarrell, of Columbia, Louisiana; Elizabeth W. Whitley, of Rocky Mount, North Carolina; Mark W. Cauble, of Atlanta, Georgia; Courtney V. Cauble, of Atlanta, Georgia; Mark W. Cauble, as Executor of the Estate of Gladys C. Barton, deceased, of Atlanta, Georgia; Ora Tanner Gibson (Sr.) of Greenville, South Carolina, as Guardian ad Litem for Ora Tanner Gibson (Jr.), Broadus Patterson Wilson, Jr., William Gibson Wilson, Betty Gail Brunson, Joan Marie Simon, Anne Hortense Simon, and all the unborn children of Georgia Lee Gibson Wilson, Betty Cauble Brunson, Martha Marie Gibson Simon, and Ora Tanner Gibson (Jr.), hereinafter called the Landlord, and J. C. Penney Company, a corporation existing under the laws of the State of Delaware, with offices at No. 330 West 34th Street, New York, New York, hereinafter called the Tenant.

W I T N E S S E T H :

That the Landlord does hereby demise and lease unto the Tenant the premises situated in the City of Greenville, County of Greenville, State of South Carolina, known and described as follows:

Beginning at a point on the east side on North Main Street at the corner of the property of J. W. Norwood, et al., on the north face of a wall, which point is 143 feet 1 inch from the southeast corner of North Main Street and East Coffee Street, and running thence S. 70-24 E. 95 feet 4 inches along the north side of one wall and the south side of another wall to a point; thence S. 20-41 W. 22 feet 6 inches along the west side of a wall to a point on the north side of an alley; thence N. 70-24 W. 95 feet 1 inch along the center of a wall to a point on the east side of North Main Street; thence with the eastern side of North Main Street N. 20-00 E. 22 feet 6 inches to the point of beginning; all better known as No. 10 North Main Street, Greenville, South Carolina.

TO HAVE AND TO HOLD The said premises together with the improvements thereon and the improvements to be erected by F. W. Symmes and others, and all and singular the improvements, appurtenances, rights, privileges, and easements thereunto belonging or in anywise appertaining, unto the said Tenant from the first day of January, 1942, for, during, and until the 31st day of December, 1956, a term of fifteen (15) years.

DELIVERY OF PREMISES. Although the term of this lease does not commence until January 1, 1942, Landlords; nevertheless, hereby covenant and agree that actual possession of the demised premises shall be delivered to Tenant immediately after the execution and delivery of this lease, free and clear of all tenancies, so that the work in connection with the construction of a new building upon the demised premises and adjoining premises can proceed at once. The Landlords herein understand that Tenant has entered into a lease with F. W. Symmes and others covering adjoining premises at Nos. 12 and 14 North Main Street, and that by a separate agreement the Landlords under said lease have agreed with Tenant to erect a new building which shall cover not only the premises demised to Tenant by said F. W. Symmes and others, but also the premises hereby demised to Tenant, it being further understood that said new building covering the premises covered by said two leases shall constitute one single store, and that the same shall be erected pursuant to plans, drawings, and specifications to be prepared by and to be suitable to Tenant. Tenant agrees that a row of supporting columns shall be placed along the dividing line of property of F. W. Symmes, et al., and Landlords, said columns to center on said dividing line.