

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT, Entered into this the 30th day of June, 1943, between Edward Finlay (hereinafter called the lessor), party of the first part, or his assigns, and Mather Furniture Company (hereinafter called lessee), party of the second part:

WITNESSETH: That the said lessor does this day grant, demise and lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor. Room No. 208-10 consisting of 3 floors and basement on the floor of the building of the lessor situated at the Northeast corner of North and Main Streets, known as the "Finley" building, in the City of Greenville, to be used and occupied by the lessee as a furniture store and for no other use or purpose whatsoever, for the term of 3 years, beginning on the 1st day of September, 1943, and ending on the 31st day of Aug. 1946, at and for the agreed annual rent of Forty-five Hundred Dollars, payable in equal monthly installments of Three Hundred, Seventy-five and no/100 Dollars, on the first day of each and every month during the term, in advance, to the lessor at her office in said building, or at such other place and as such other person as the lessor may from time to time designate in writing. The following express conditions are a part of this lease and are assented to by the lessee:

First: The lessee shall not assign this lease, nor sublet the premises, nor any part thereof, nor use the same, or any part thereof, or permit the same, or any part thereof to be used for any other purpose than as above stipulated, nor make any alteration therein, or additions thereto, without the written consent of the lessor, and all additions, fixtures, or improvements which may be made by the lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed in the premises above described shall be at the risk of the lessee or owner and lessor shall not be liable for any damages to said personal property, or to the lessee, arising from the bursting or leaking of water or steam pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: Lessor will furnish the premises hereby leased without charge to lessee during the proper seasons and during reasonable hours, with steam heat for heating said premises. But in the event the heating or lighting apparatus shall need repairs, or if from other cause it should be necessary to cut off and stop the same, the lessor shall not be liable for any damage of any sort whatsoever arising out of its failure to furnish such heating, it being understood and agreed that the lessor shall be in no wise responsible to any tenant for any loss or damage to property on the rented premises, however the same may occur.

FOURTH. In the event the premises shall be injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to rendersaid premises tenantable by repairs within ninety days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH. The prompt payment of the rent for said premises upon the dates above named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this contract, and of such other and further rules and regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted, and any failure upon the part of the lessee to comply with the terms of said lease, or of any of said rules and regulations now in existence or upon which may be hereafter prescribed by the lessor, shall, at his option, work a forfeiture of this contract and of all the rights of the lease thereunder, and thereupon the lessor, his agents or attorneys, shall have the right to enter said premises and remove all persons therefrom forcibly or otherwise, and the lessee hereby expressly waives any and all notice required by law to terminate said tenancy, and also waives any and all legal proceedings to recover possession of said premises and expressly agrees that upon a violation of any of the terms of this lease, or of said rules and regulations now in existence, or which may hereafter be made, said lessor, his agents or attorneys, may immediately re-enter said premises, and dispossess lessee without legal notice of the institution of any legal proceedings whatsoever.

SIXTH. The lessor, or any of his agents shall have the right to enter said premises during all reasonable hours, to examined the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building or to exhibit said premises, and to put or keep upon the doors and windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this agreement, or to the rules and regulations of the