

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, T. B. Reeves, as Landlord, and Rhodes-Perdue-Collins Furniture Company of Greenville, South Carolina, as Tenant, entered into a written lease dated June 30, 1938, under which the Tenant has since occupied the leased premises, and it is desired by the parties to provide for improvements and additions to the buildings and for further occupancy by the Tenant.

THIS AGREEMENT, entered into this 7th day of February, 1945, between T. B. Reeves, hereinafter referred to as LANDLORD, and RHODES-PERDUE-COLLINS FURNITURE COMPANY, of Greenville, South Carolina, hereinafter referred to as Tenant,

W I T N E S S E T H :

(1) When and as soon as restrictions on construction, building, remodeling and repairing are removed and appropriate materials, fixtures and labor are reasonably available the alterations and improvements on the leased premises will be made in accordance with the plans and specifications prepared by W. E. Freeman, Jr., architect, and dated September, 1944, of which a copy is attached hereto and made a part of this contract.

(2) The contract or contracts for such work, materials and fixtures shall be let in the joint names of the Landlord and the Tenant.

(3) All the costs thereof, including construction contract prices, costs of materials and fixtures purchased, architect fees and cost of supervision shall be borne and paid as follows; all such costs and expenses up to but not exceeding \$40,000.00 shall be borne and paid by the Landlord and all costs and expenses of every sort incident to such improvements and alterations in excess of \$40,000.00 shall be borne and paid by the Tenant.

(4) When and as soon as the alterations and improvements shall have been completed the parties hereto shall enter into a new lease in writing which shall contain the following provisions;

(a) The term of the lease shall be for a period of fifteen years from the date of completion.

(b) The Tenant shall pay to the Landlord a rental of \$800.00 per month, payable monthly, in advance, on or before the 10th day of each calendar month. Should the lease begin on a day other than the 1st day of the month the rental for the month of the commencement of the lease shall be the total of the expired portion of the calendar month at the pro rata of \$600.00 per month and the rental for the unexpired portion of that calendar month at the rate of \$800.00 per month hereinabove provided for.

(c) The Landlord, at his own cost and expense, shall keep the roofs and the outside rear and side walls of the building in good order and repair during the term of the lease, and upon failure of the landlord to make necessary repairs on said roofs and walls within five days after notice from the tenant of the need of such repairs, the tenant may make or have made said repairs and deduct the cost thereof from the following months rent. The Tenant shall, at its own cost and expense, keep all other parts of the buildings, including all inside portions thereof and all fixtures, including heating, air conditioning, lighting fixtures and elevators in good order and repair during the term of the lease and upon the expiration or termination of the lease shall deliver up the premises together with all fixtures in as good condition as they were at the commencement of the term, reasonable wear and tear along excepted.

(d) Should the buildings, or any substantial part thereof, be destroyed or so damaged by fire or other casualty as to be unfit for occupation or use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the buildings are restored and made fit for occupation and use. Should the buildings be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupation or use, this lease shall terminate at the election of either party, notice thereof being given to the other party.

(d) It is understood and agreed that the Tenant will use said premises for the operation thereon of a store or stores for the sale of furniture and kindred lines of goods and merchandise at wholesale or retail.

(f) The lease shall not be assigned, nor the premises, nor any part thereof, sublet without the consent in writing of the Landlord, but such consent should not be unreasonably withheld.

(g) The Landlord covenants and agrees that the Tenant, upon paying the rent herein reserved and upon performance of the covenants and agreements herein provided to be observed and performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.

(h) In the event the Tenant, its successors or assigns, should be adjudicated bankrupt or placed in the hands of a receiver or should make an assignment of its property for the benefit of its creditors, or its stock of goods, wares, and merchandise should be