

THIS INDENTURE made and entered into this 21st day of August, 1946, by and between PAUL J. OELAND, doing business at Greenville, South Carolina, hereinafter called the Lessor, and SIMMONS COMPANY, a Delaware corporation having an office at No. 230 Park Avenue, City, County and State of New York, hereinafter called the Lessee,

W I T N E S S E T H :

That for and in consideration of the premises, payments, covenants and agreements hereinafter set forth, by each of the parties to be respectively kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the real property located at Camp Road and North Main Street, Greenville, South Carolina, on which a one-story concrete block warehouse is to be erected by the Lessor as hereinafter provided, with the improvements to be erected thereon.

TO HAVE AND TO HOLD the said demised premises to the Lessee for a term of five (5) years from the 1st day of September, 1946, to the 31st day of August, 1951, at an annual rental in the amount hereinafter provided.

And the said parties do hereby covenant and agree with each other as follows:

1. The Lessor shall promptly, at his own cost and expense, construct on said demised premises a one-story concrete block warehouse to contain approximately 7,000 square feet of space, the floor of said warehouse to be approximately 3 feet, 6 inches above ground level, all in accordance with the blueprints, plans and specifications annexed hereto and made a part hereof.

Said building shall be constructed in accordance with the rulings, regulations and orders of Governmental, State, municipal and administrative departments having jurisdiction thereof and shall be completed and ready for occupancy not later than September 1, 1946, delays due to circumstances beyond the control of the Lessor excepted; provided, however, that no rent shall be due and payable by the Lessee until the aforesaid building is fully completed.

2. The Lessee shall pay an annual rental of One thousand Nine hundred Eighty Dollars (\$1,980.00) payable in equal monthly installments of One hundred Sixty-Five Dollars (\$165.00) each, in advance on the first day of each and every month during the term hereof.

3. The Lessor shall, during the term hereof, at his own cost and expense, keep the demised premises, exterior and interior, in good order and repair, provided that the portions in need of repair do not at any time exceed a "partial destruction" as hereinafter defined and provided further that any damage to said premises caused by the negligence of the Lessee (except damage resulting from fire) shall be promptly repaired by the Lessee at its own cost and expense, and in the event of its failure or refusal so to do, the Lessor shall have the right to make the repairs at the expense of the Lessee, and the cost thereof shall be added to and collectible with the next subsequently accruing installment of rent payable hereunder. In the event of the failure of the Lessor to make repairs by him to be made as aforesaid, the Lessee shall have the right to make such repairs and deduct the cost thereof from the next subsequently accruing installment or installments of rent payable hereunder, or, at the option of the Lessee, and upon ten days' written notice to the Lessor, this lease shall terminate and cease, and the Lessee shall be relieved and discharged of all further obligations or liability hereunder.

4. It is understood that the side track or switch serving said premises is owned by the Southern Railway Company and it is agreed between the parties hereto that the