

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF GREENVILLE)

L E A S E

THIS AGREEMENT made and entered into this 16th day of April, 1945, by and between Jas. L. Love, as Agent for Caroline M. Howland, Grace McH. Mauldin, Mary L. Mauldin, Lizzie Rhett Mauldin and W. L. Mauldin, hereinafter referred to as landlord, and Robert Wachberger and Herbert Laskin, trading and doing business under the firm of Divine Shops, with their principal office at 275 Seventh Avenue, New York, New York, hereinafter referred to as tenant;

W I T N E S S E T H:

That for and in consideration of the rents reserved, and of the mutual covenants, promises and agreements hereinafter contained, it is agreed as follows:

(1) That the landlord does hereby grant, bargain and lease unto the tenant, and the tenant does hereby accept from the landlord the following described property, located in the City of Greenville, State and County aforesaid, to wit:

The store room situate on the west side of South Main Street, being known and designated as No. 4 South Main Street, according to the present enumeration, said store room being the same now occupied by the tenant under lease expiring December 31, 1945.

(2) TO HAVE AND TO HOLD the above described premises, with all rights and privileges thereunto belonging for and during the period beginning January 1, 1946 and ending December 31, 1949.

(3) The tenant hereby agrees to pay to the landlord for and during the period of this lease, a rental of Three Hundred Seventy-Five & No/100 (\$375.00) Dollars per month; said rent to be due and payable on the tenth day of each calendar month during said period.

(4) It is further understood and agreed that should any instalment of rent be past due and unpaid by the tenant, the landlord may at his option, after giving thirty days written notice, either:

(a) Declare the full rental price for the entire term immediately due and payable, and resort to any legal remedies at law or in equity for the enforcement or collection of the rent, or to recover damages for the breach of said covenants; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thereafter hold the same free of the rights of the tenant, or its successors or assigns, to use said leased premises, but the landlord shall nevertheless have the right to recover from the tenant any and all sums which under the terms of this lease may then be due and unpaid for the use of the premises, provided the tenant shall not have paid said rent before the expiration of such thirty day notice.

(5) The landlord agrees to keep in good repair the roof, outer walls, floors, downspouts and approaches to said building. It is fully understood and agreed that the outer walls and downspouts are considered sound and the landlord shall not be called upon to make any inspection of or repairs to said portion of the building, and the landlord shall not be liable for any damages from leaks or other damages caused by the condition of said roof, outer walls and downspouts, should any occur, except those which may occur due to the landlord's negligence, and after written notice given to him by the tenant and a reasonable time to make said repairs has expired.

(6) Except as hereinabove provided, the landlord shall not be called upon to make any repairs or alterations during the term of this lease, and the tenant agrees to take the building just as it stands.

(7) It is further agreed that in the event the premises are vacated before the expiration of this lease, or if the tenant, its successors or assigns, goes into bankruptcy,