

JUN 12 1945

Standard Form of Loft Lease
The Real Estate Board of New York, Inc.

Form L-10/42

VOL 317 PAGE 01

Agreement of Lease, made this 22nd day of July 1945, between SHEPSAL REALTY CORPN., of Greenville, South Carolina,

party of the first part, hereinafter referred to as Landlord, and PIEDMONT SHIRT COMPANY, of Greenville, South Carolina,

party of the second part, hereinafter referred to as Tenant,

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the two buildings at Buncombe Road, Greenville County, Greenville, S.C.,

in the building known as

~~in the Borough of~~ ~~City of New York~~, for the term of ten (10) years

(or until such term shall sooner cease and expire, as hereinafter provided), to commence on the

1st day of August nineteen hundred and forty-five, and to end on the

31st day of July nineteen hundred and fifty-five

both dates inclusive, at an annual rental of Seventeen thousand dollars (\$17,000) for the year ending July 31, 1946, and twenty-six thousand six hundred dollars (\$26,600.) for each succeeding year of the term thereafter

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly instalments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly instalment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly instalment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

- Rent Occupancy**
 - 1. Tenant shall pay the rent as above and as hereinafter provided.
 - 2. Tenant shall use and occupy demised premises for shirt manufacturing and warehousing
- Assignment, Mortgage, Etc.**
 - 3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this agreement, nor underlet, or use or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.
- Alterations**
 - 4. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party, including all panelling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 31 not less than 3 days prior to the expiration or other termination of this lease or any renewal or extension thereof), become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Any mechanic's lien filed against the demised premises, or the building of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.
- Repairs**
 - 5. Tenant shall take good care of demised premises and fixtures therein and, subject to provisions of Article 4 hereof shall make, as and when needed, as a result of misuse or neglect by Tenant, all repairs in and about demised premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. However, Landlord may repair, at the expense of Tenant, all damage or injury to demised premises, or to the building of which the same form a part, or to its fixtures, appurtenances or equipment, done by Tenant or Tenant's servants, employees, agents, visitors or licensees, or caused by moving property of Tenant in and/or out of the building, or by installation or removal of furniture or other property, or resulting from fire, air-conditioning unit or system, short circuits, overflow or leakage of water, steam, illuminating gas, sewer gas, sewerage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to the carelessness, negligence, or improper conduct of Tenant, or Tenant's servants, employees, agents, visitors or licensees. Except as provided in Article 12 hereof, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no liability upon Landlord for failure to make any repairs, alterations, additions, or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment.
- Glass**
 - 6. Landlord shall replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental.
- Window Cleaning**
 - 7. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 203 of the Code of Laws of the City of New York, or the rules of the Board of Standards and Appeals, or any other board or body having or asserting jurisdiction.

For Rider see Deed Book 345 Page 283. For Supplement to Deed see Deed Book 345 Page 269.