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Parties

This Agreement, made this ---- 26th ----- day of August 1946, between Janie C. Herris, Jessie Mae Rice, Elizabeth Whitley, and Sarah Evelyn Jarrell,

whose address is 2800 Augusta Road, , City of Greenville, .
State of South Carolina , hereinafter called "Landlord"; and CANNON SHOE COMPANY, a Maryland corporation, whose address is Lafayette Avenue and Dickson Street, Baltimore, Maryland, hereinafter called "Tenant".

Location

WITNESSETH: that the said Landlord does hereby lease to the said Tenant, and the Tenant does hereby rent from the said Landlord the premises situate at No. 112 North Main Street, in the City of Greenville , State of South Carolina ,

City of Greenville , State of South Carolina the exact premises herein leased being described more fully as that certain storeroom now occupied by the Blue Bird Ice Cream Parlor

Description

Size

having approximate dimensions of 20' on the street line with not less than 18'6" inside measurements with a depth of not less than 75' inside measurements, together with a 25' lot in the rear, said premises being hereafter called the "demised premises", with the appurtenances thereto belonging, subject to the following terms, conditions and stipulations:

FIRST. This lease shall commence on the First day of January, 1947, and shall continue for a period of Ten years, thence next ensuing, and shall expire at midnight on the Thirty-First day of December 1956.

SECOND. Said Tenant agrees to pay as rent for said demised premises the sum of .

Rent

Term

**** SIX THOUSAND (\$6,000.00) DOLLARS per year ******

payable in equal monthly installments of

******* FIVE HUNDRED (\$500.00) DOLLARS ******

each, in advance, on the first day of each and every month during the existence of this lease. Payment by good check shall constitute legal tender.

The Tenant further agrees to pay as additional rent for said premises the sum by which SIX (6%) PERCENT of its sales in the demised premises, for each lease year of the term hereof, exceeds the above specified rental for such year. It is agreed that a statement of the sales made in the demised premises for each lease year ending December 31st of the term hereof, accompanied by payment for the excess of the percentage rental over the guaranteed rental, if any, for each such year, shall be forwarded to the Landlord on or before the 20th day of the month next succeeding the end of each such lease year. The Landlord and his agents, upon application to the Tenant's main office in Baltimore, Maryland, shall have the privilege of examining the sales records at the above store for the purpose of ascertaining the accuracy of the sales statements mentioned above.

THIRD. Said Tenant agrees to use said demised premises for the conduct of a store selling shoes and/or ready-to-wear and/or such sundry merchandise as is, or may be, dealt in generally by the Tenant. The Tenant agrees that no trade or occupation shall be carried on upon said premises or any use made thereof which shall be unlawful or improper, and that the Landlord and his representatives may during the term, at reasonable times, enter to view the premises.

Water and

Use

FOURTH. The Landlord agrees to furnish water to the demised premises, and and the demised premises and accompanies of the demised premises and accompanies of the demised premises. But the Tenant agrees to pay for water used in the demised premises.

water used in the demised premises.

FIFTH. The Landlord agrees that actual possession of the demised premises will be delivered to the Tenant upon the commencement of the term of this lease, free from all notices and orders of violation from authorities and free from all tenancies and occupancies, in good order and condition, with toilet and lavatory facilities, heating apparatus, gas lines, and electrical outlets in good order and installed in accordance with the requirements of authorities having jurisdiction thereover. The Landlord warrants that the walls, ceiling, and floor of the premises are in sound condition, that the main electrical feed line into the building is of sufficient capacity to provide current for the store and show window lighting requirements, that there are no obstructing columns between walls.

Possession

