

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

L E A S E

THIS AGREEMENT made and entered into this 1st day of December, 1944, by and between T. J. Seyle, of Greenville, S. C., hereinafter referred to as Lessor, and JAMES A. HARRIS and RALPH PEDEN, of Greenville, S. C., partners trading as Sample Department Store, hereinafter referred to as Lessees.

W I T N E S S E T H:

In consideration of the payments made and to be made by the Lessees herein after provided and of the covenants by the Lessees hereinafter set forth, and Lessor does hereby lease and demise unto the Lessees all that lot of land situate on the North side of Pendleton Street in the town of West Greenville fronting thereon 20 feet and running back to a depth of approximately 118 feet and being the store building known as No. 9 Pendleton Street in the town of West Greenville, S. C. together with the buildings and improvements located thereon.

TO HAVE AND TO HOLD unto the Lessees for and during the term of five years, commencing December 1st, 1944, and ending November 30th, 1949, for the use and purpose of operating therein and thereon a department store for the handling of dry goods, shoes and other merchandise of a similar nature, reserving and paying unto the Lessor the rental hereinafter provided.

The Lessees do hereby covenant and agree to pay to the Lessor a rental of Sixty (\$60.00) Dollars per month throughout the term of this lease, said rental to be paid monthly in advance beginning December 1st, 1944.

It is understood and agreed by the parties hereto that no alterations or changes will be made in said premises by the Lessees so as to impair the structural strength of the building, nor shall any alterations or additions to said building be made without the approval of the Lessor, provided, however, the Lessor does hereby give to the Lessees the right and privilege at all times during this lease, or any renewal thereof, to install and construct, at their own expense, such trade fixtures as may be necessary to the proper conduct of their business, and upon the termination of this lease the right to remove from said premises all such trade fixtures which they may have installed at their expense, provided that all rent which has accrued up to the date of said removal has been paid.

The Lessees agree to pay all water, gas, power and electric light charges for all water, gas, power and electric lights used on said premises during their occupancy hereunder, and shall heat the premises at their own expense.

The Lessees do hereby covenant and agree that they will not assign this lease nor sublet the whole of said premises, or any part thereof, without the consent in writing of the Lessor; that they will use said premises for the purpose of conducting therein and thereon a department store for the handling of dry goods, shoes and other merchandise of a similar nature, and for no other purpose, and will not do or permit to be done on said premises anything which may render void or voidable any policy for insurance of said premises against fire, nor which may render any increase or extra premium payable for such insurance; that the Lessees covenant that they will keep the demised premises in good condition, and that they will repair, at their own expense, any breakage of glass or other damages done to said premises, and, at the expiration of the term of this lease, they will deliver up said premises in as good condition as they were at the beginning of said term, reasonable wear and tear excepted.