

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

L E A S E

THIS AGREEMENT Made and entered into this 1st day of May, 1946, by and between C. Granville Wyche, of Greenville, South Carolina, hereinafter called the Lessor, and Mrs. W. S. Rice and Emert S. Rice, a partnership trading and doing business under the firm name of W. S. Rice & Son Music House, and Emert S. Rice as Executor of the Estate of W. S. Rice, deceased, hereinafter called the Lessees,

W I T N E S S E T H:

That for and in consideration of the payments made and to be made by the Lessees, as hereinafter provided, and of the covenants made by the Lessees hereinafter set forth, the Lessor hereby leases and demises unto the Lessees the ground floor of the storeroom at 200 East Washington Street, Greenville, South Carolina, fronting on East Washington Street approximately 25 feet and having a depth of approximately 100 feet. The Lessees shall have the use of the basement under the storeroom for storage and shop purposes, with the exception of a floor space of approximately 10 feet by 12 feet to be set off by Lessor for use of himself or other tenant.

TO HAVE AND TO HOLD Unto the Lessees, their heirs and assigns, for and during the term of five (5) years, beginning on the 1st day of August, 1946, and ending on the 31st day of July, 1951, for the use and purpose of operating a wholesale and retail music store or other similar goods, wares and merchandise.

In consideration of the premises, the Lessees do hereby covenant and agree that they will pay unto the Lessor a rental of Sixteen Thousand Eight Hundred (\$16,800.00) Dollars, payable at the rate of Two Hundred Fifty (\$250.00) Dollars per month on the 1st day of August, 1946, and on the 1st day of each and every month thereafter for two (2) years, and Three Hundred (\$300.00) Dollars on the 1st day of each and every month thereafter for the additional period of three (3) years. Upon default in the payment of two (2) months' rent or failure on the part of the Lessees to perform any of the covenants and agreements hereinafter contained, the Lessor may: (1) declare the entire amount of the rent for the balance of the term immediately due and payable and take such steps as he may deem advisable in law or in equity to collect the same, or enforce any lien which he might have for the payment thereof; (2) declare this lease cancelled and take possession of the premises immediately, with the right to collect from the Lessees any amount of rent due hereunder prior to the time of the cancellation thereof by Lessor.

The Lessees hereby agree to take the storeroom as it now is and to make all necessary repairs and improvements or alterations at their own expense, and the Lessor shall not be called upon to make any alterations, repairs or improvements during the term of this lease. The Lessor shall be responsible for the upkeep and repair of the roof and outer walls and the downspouts.

The Lessor covenants and agrees that the Lessees, and their assignees, shall have the privilege of subletting said premises, or any part thereof, provided the business to be done upon the said sublet premises shall not cause the Lessor to have to pay a fire insurance premium at a rate in excess of that which he pays by reason of the business conducted by the Lessees; and the Lessees covenant and agree with the Lessor that they will not use, nor permit said premises to be used, for any unlawful purpose nor permit thereon anything which may be or become a nuisance, and that they will not do, nor permit to be done, on said premises anything which may render void or voidable any policy of insurance on said premises against fire, nor which may render any increase or extra premium payable for such insurance as hereinabove provided; and that they will deliver up said premises in as good condition as they shall have been at the beginning of the term, reasonable wear and tear alone excepted.