STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE

## LEASE AGREEMENT

August

## WITNESSETH

(1) The Lessor does hereby demise and let unto the Lessee and the Lessee agrees to take and pay for, as hereinafter provided, the following described premises:

A one story building which is to be erected by the Lessor at No. 6 West Plaza in the Lewis Plaza Community Shorping Center, in the City of Greenville, S. C. The said building is to be approximately 30 x 95 feet in size and is to be located immediately adjacent to and south of a store building which is being constructed for and leased to Heyward Mahon Company, Greenville, S. C. The said building is to be constructed in accordance with plans and specifications which shall be prepared by the Lessor, but which must meet the approval of the Lessee. Just as soon as the plans and specifications of the building have been completed by the architects employed by the Lessor, they are to be initialed by the parties to this lease and attached to and made a part of the lease.

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(2) The Lessee shall have and hold said property with the privilege of quiet and peaceable possession for a term of ten (10) years, commencing January 1, 1949 and terminating December 31, 1958, for which the Lessee agrees to pay rental as follows: The sum of Two hundred fifty (\$250.00) dollars per month, payable monthly on the first day of each month in advance, plus an amount equal to four and one-half (42%) percent of the gross sales made by the store operating in the demised premises in excess of \$69,000 and less than \$80,000 per lease year, plus four (4%) percent of the gross sales made by the store operating in the demised premises in excess of \$80,000 in each lease year. The said monthly payments shall be considered the minimum guaranteed rental representing five (5%) percent on the first \$60,000 of gross sales made each year, and this minimum guaranteed rental shall constitute the full rent for such years as the gross sales amount to \$60,000 or less. For such years as gross sales amount to more than \$60,000, the Lessee shall pay. to the Lessor the percentage or bonus rentals as stipulated above on sales in excess of \$60,000. The Lessee shall, within thirty days after the end