

COUNTY OF GREENVILLE.

S. C. Stamps on Original Lease.

THIS INDENTURE made this 8th day of January, 1953,

By and Between Mark W. Cauble, Estate of Gladys Cauble Barton, and the Citizens & Southern National Bank, as guardian for Courtney V. Cauble Incompetent, all of Fulton County, Ga.

, hereinafter referred to as the Landlord, and

Stone Brothers, Inc. of Greenville, S. C.

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord for the term and upon the rentals hereinafter specified, the premises situated in the city of Greenville, County of Greenville, and State of South Carolina, and described as follows:

The two-story building, including the second floor and basement, fronting approximately 22 feet on the East side of N. Main Street, and known as No. 108 N. Main Street; being the same premises now leased to and occupied by Stone Brothers, Inc.

The term of this demise shall be for Ten (10) years beginning March 1, 1953, and ending February 28, 1963.

The Tenant hereby agrees to pay to the Landlord for the use and occupancy of the said demised premises, the following rental:

For and during the entire (10) years of the term of this lease, the sum of Sixty Thousand (\$60,000) Dollars, payable in equal monthly instalments of Five Hundred (\$500.00) Dollars, in advance on the first day of each and every month during said term beginning March 1, 1953, through February 28, 1963, said rental being hereinafter for convenience call "fixed rent". Said monthly rental to be payable at the Office of Alester G. Furman Co., Greenville, South Carolina, or as may be otherwise directed by the Landlord in writing. In addition to the fixed rent heretofore provided, Tenant agrees to pay to the Landlord in the manner and upon the terms and conditions and at the times hereinafter set forth from March 1, 1953, through February 28, 1963, a sum equal to five percent (5%) of the Tenant's aggregate gross sales on or from the demised premises with the exception of sales in any departments leased out by the Tenant in the basement or on the second floor of the demised premises. The percentage rental on aggregate gross sales in said leased out departments in the basement or on the second floor payable by Tenant to Landlord shall be at the rate of three percent (3%) instead of five percent (5%).

In the event the term of this lease shall end at a time other than the end of the lease year the aggregate gross sales done by the Tenant in and from the leased premises shall be prorated accordingly to determine what percentage rental, if any, is due and payable under the terms of this lease for such portion of such lease year.

The Tenant agrees that within thirty (30) days after the end of each lease year, it will deliver to the Landlord a written statement, verified and certified to be true, accurate, and complete, by one of its officers, showing therein the total amount of the gross sales from the leased premises and to pay to the Landlord through Alester G. Furman Co. of Greenville, South Carolina, the percentage rental for the preceding lease year.

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