11.2.

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVIELE 47 PM 1956

LEASE

OLLIE'S SWORTH

I, Vera Merck, Lessor, in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain and lease unto Ruth's Fashions, Inc., Lessee, the following described property:

That certain piece, parcel or lot of land at Route #1, Liberty, South Carolina having situate thereon a 5,000 sq. ft. building and parking lot for approximately 50 cars.

- 1) The Lessee during the current term of this lease or under any future option shall have the right to cancel this lease at its option at any time upon sixty (60) days notice in writing to the Lessor.
- 2) The Lessee shall pay the rent at such place as Lessor may from time to time designate by notice to Lessee.
- 3) Lessee shall keep the interior and exterior of the premises, including the foundation, roof and walls, and supporting framework in good condition, in the same or equal condition as they are found at the beginning of this lease, subject to normal wear and tear.
  - 4) The Lessee shall furnish all utilities.
- 5) The Lessee may assign or sub-lease any portion of the premises without the written consent of the Lessor.
- 6) If the use of the premises be discontinued or vacated by the Lessee before the expiration of the lease, then the whole of the unexpired term shall become immediately due and payable, unless cancelled under the provisions of paragraph (1) above.

(Continued on next page)