

5. The Lessor shall remain responsible for insuring the building, the plate glass and all equipment therein, which is hereby leased, and it is agreed that in the event of major catastrophe rendering the premises not useable by the Lessee, the monthly rent shall be abated during such term that the premises not useable by Lessee. The Lessee shall be responsible for maintaining insurance coverage upon the inventory.

6. The property herein leased is located at (910 Georgia Street, Fountain Inn, South Carolina, less, however, that portion of the premises which is currently leased to the Grapevine Dress Shop, and also less that small office located at the end of the building, which was formerly used as an insurance office)

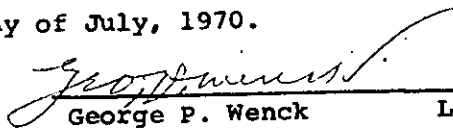
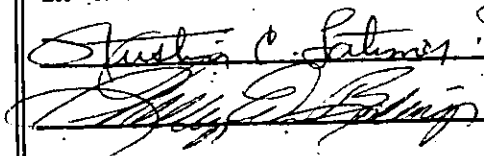
It is understood and agreed that all equipment and fixtures presently located in said building shall be included within the terms of this lease.

7. It is also agreed that the Lessee shall have the option, right and privilege to extend this lease for an additional term of five (5) years, provided rental can be agreeably negotiated between the parties, subject to the same terms set forth in this Lease, provided, however, that Lessee must notify Lessor in writing not later than thirty (30) days before the expiration of this Lease. Written notification of the intent to extend and renew shall be deemed sufficient, if said written shall be delivered personally or mailed to the last known address of the Lessor on or before 12:00 midnight, July 31, 1975.

To the full and faithful performance this agreement, the parties hereto do bind themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have set their hand and seals this 18th day of July, 1970.

In the Presence of:

	(SEAL)
George P. Wenck	Lessor
	(SEAL)
Gene A. Cook	Lessee