

State of South Carolina,
County of Greenville.

This Indenture made and entered into this 5th, day of ~~March~~ April, 1920, by and between Jno. H. Williams of Greenville, S.C. hereinafter referred to as the Lessor and Levy & Nathan, Inc., a corporation of New York, N.Y., hereinafter referred to as Lessee, Witnesseth:-

The Lessor does hereby lease and demise unto the Lessee all that certain lot of land situate on the west side of South Main Street in the City of Greenville, in the County and State aforesaid, more particularly described as follows: Beginning on said Street at Houston's corner and running thence with Main St. N. 19-15 E. 23 ft. 5 inches to Davenport's corner; thence with Davenport's line N. 71 W. 137 feet; thence S. 19-15 W. 23 ft. 5 inches to Houston's line; thence with Houston's line S. 71 E. 137 ft. to the beginning. Being the lot on which is now situate the storeroom known as No. 120 S. Main Street, and being the eastern portion of the land conveyed to me by the Executors and by the other heirs of R.G. Williams, deceased.

To have and to hold unto the Lessee for and during the term of ten (10) years, beginning October 1st, 1920, reserving and yielding unto the lessor a rental for said period of Forty-five thousand (\$45,000.00) Dollars net to the Lessor as hereinafter provided.

And the Lessee does hereby agree to pay unto the Lessor the said rental of Forty-five thousand (\$45,000.00) Dollars net to the Lessor payable in instalments monthly in advance on the first day of each month beginning on October 1st, 1920, and continuing for and during said term of ten (10) years thereafter. The monthly instalments of said rents for the first five (5) years of said term shall be on the basis of Four thousand (\$4000.00) Dollars per year net to the Lessor and the instalments for the second five (5) years of said term shall be on the basis of Five thousand (\$5000.00) Dollars per year net to the Lessor. It is the intent that the rental hereinabove named shall be absolutely net to the Lessor, that is to say, it shall be over and above and exclusive of all taxes, assessments, insurance premiums, repairs, alterations improvements and all expenses of upkeep, maintenance, and of every kind whatsoever connected with the use or ownership of said property, except income and inheritance taxes.

And the Lessee does further covenant and agree to pay all taxes, assessments, water rents and charges of every kind which may be levied against said property for and during said term, and all costs of improvements, alterations and repairs, except in case of fire, which may be made or which may become necessary during said term and all expenses of every kind whatsoever which may be incurred or become necessary in connection with the maintenance and operation of said property for and during said term, including the cost of insurance against fire, injury to plate glass and other property damage; provided, however, the taxes for the year 1920 shall be pro-rated as of October 1st, 1920. Taxes for last year of term shall be pro-rated on same basis.

And the Lessee does further covenant and agree that at all times during said term, and at its own expense, it will maintain in good repair the buildings now on said premises and all additions and improvements which may be made during the term of this lease.

It is understood and agreed that the Lessee may make suitable additions, improvements and alterations not injurious to the general usefulness and rentability of said premises, the suitability of such additions, improvements, and alterations shall be passed upon by the Lessor, no additions, improvements nor alterations being made until the plans thereof shall first have been submitted to, and approved by, the Lessor.

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Fire insurance to the full $\frac{3}{4}$ value, plate glass insurance and any other reasonable and proper insurance against property damage shall be placed upon said property and all additions, alterations and improvements. All policies shall be payable to and for the sole benefit of the Lessor but the premiums shall be paid by the Lessee. The Lessor, at his option may himself select the companies and place the insurance, collecting the amount of the premiums as rental due by the Lessee.

The Lessors may at his option either return said property in his name on his general tax return and pay the taxes thereon, collecting the amount thereof as rental due by the Lessee, or require the Lessee to return said property specially and itself pay the taxes thereon.

Should the Lessee fail to make any repairs as the same may become necessary, the Lessor may make such repairs and collect the expense thereof as rental due by the Lessee.

The Lessee covenants that it will not do nor permit upon said premises any unlawful business nor anything which may be or become a nuisance or increase the fire hazard.

The Lessee covenants and agrees that the Lessor may come upon and inspect said premises at all reasonable and proper times. Should the Lessee fail to pay any instalment of tax, assessment, insurance premium, cost of repairs, maintenance or upkeep, or any other charge hereinabove enumerated, when the same shall become due, the Lessor may treat the same as past due rent and proceed to collect the same accordingly. Should any instalment of rent, tax, insurance premium, repairs or any other charge of any kind whatsoever be past due and unpaid for more than ~~ten~~ twenty

days there shall be added thereto as liquidated damages an amount equal to ten per cent. of the amount in arrears. Should the Lessee fail or refuse to pay such additional sum, or should any instalment of rent, tax, insurance premium, repairs or any other charge of any kind be in arrears for more than sixty days, or should the Lessee violate any of its covenants herein expressed, the Lessor in addition to the remedies hereinabove provided, may, at his option, declare this lease terminated and take possession of the premises collecting from the Lessee or retaining if already collected as rental and liquidated damages a sum equivalent to Five thousand (\$5000.00)

Dollars per year from the date of this lease to the retaking possession plus all taxes, assessments, insurance premiums, repairs and every other charge and expense of every kind whatsoever relating to said property. Should any amount in arrears be collected through an attorney or through legal proceedings or the claim for any sum in arrears be placed in the hands of an attorney for collection the Lessee agrees to pay all costs of collection, including a reasonable attorney's fee.

In the event of destruction of the building by fire, the Lessor may elect either to declare the lease terminated or to restore the building with reasonable despatch and continue the lease, the rental abating only while the building is unfit for occupancy. Destruction of the building shall be taken to mean such injury as results in the payment to the Lessor of the full amount of the fire insurance. In the event of partial loss by fire the Lessor shall repair the damage to the building with reasonable despatch and the rental shall abate only while the doors are closed for repairs and adjustment.

At the expiration of this lease, the Lessee shall have the right to remove from said premises any fixtures thereon placed by it provided such removal be made without injury or damage to the premises or the buildings then situate thereon. Any fixtures which cannot be removed without damage to the building shall be regarded as part of the real estate and shall pass to the Lessor upon the termination of this lease. The Lessee covenants that at the expiration of this lease it will deliver over to the Lessor peaceable possession of said premises in as good condition as they -

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