

State of South Carolina,
County of Greenville.

This Agreement made and entered into this 14th, day of January, 1924, by and between H. T. Mills and Nelle W. Mills, of Greenville, South Carolina, Lessors, and Salz-Ettinger Stores, Inc., a corporation created and existing under the laws of the State of New York, and having its home office and principal place of business at 154 West 27th. Street, New York City, Lessee, Witnesseth: In consideration of the payments made and to be made by the Lessee, as hereinafter provided, and of the covenants by the Lessee hereinafter set forth, the Lessors do hereby lease and demise unto the Lessee:

All that certain lot of land situate on the Southeast corner of South Main Street and East McBe Avenue, in the City of Greenville, County and State aforesaid, fronting approximately 25 feet on South Main Street, and extending back along East McBe Avenue approximately 121 feet to the rear line of the property of the Lessors, being the land on which is situate the storeroom known as No. 203 South Main Street, now occupied by L. Rothschild, including the ground or street floor storeroom with the basement thereunder as the same is now constructed, and the space on the second floor immediately over said storeroom, together with the right, jointly with the other tenants of the Lessors, to the use of the stairway adjacent to the south side of the property herein leased.

To have and to hold unto the Lessee for and during the term beginning March 1, 1924, or as soon thereafter as the premises can be made ready for occupancy by the Lessee, and ending February 28, 1929, for the use and purposes of operating thereon a mercantile establishment, dealing in men's, women's and children's clothing and hats.

The Lessors do hereby covenant and agree to make all repairs, which may become necessary during the continuance of this lease, to the roof or to the plate glass front of said premises.

In consideration of the premises the Lessee does hereby covenant and agree that it will pay unto the Lessors a rental of Four hundred fifty and 00/100 (\$450.00) Dollars per month, payable monthly in advance on the first day of each calendar month, for and during the term of this lease; provided, however, that upon the signing of this lease the Lessee shall pay unto the Lessors the sum of Thirteen hundred fifty and 00/100 (\$1350.00) Dollars covering the rental for the first three (3) months of said term.

The Lessee does hereby covenant and agree that it will not assign this lease, nor sub-let said premises nor any part thereof, nor make any alterations therein without the consent in writing of the Lessors; that it will use said premises for the purpose of conducting thereon a mercantile establishment, dealing in men's, women's and children's clothing and hats, and for no other purpose, and will not use nor permit said premises to be used for any unlawful purpose, nor permit thereon anything which may be or become a nuisance; that it will not do nor permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire, nor which may render any increased or extra premium payable for such insurance; that during the term of this lease it will make at its own expense all necessary repairs, except those hereinabove provided to be made by the Lessor, and that at the expiration of the term it will deliver up said premises in as good condition as they shall be in at the beginning of the term, reasonable wear and tear alone excepted.

It is mutually agreed that the front of the building shall be altered as promptly as may conveniently be done in accordance with the plans hereafter to be agreed upon by the parties hereto. The cost of such alteration to the extent of Two Thousand (\$2,000.00) Dollars, and no more, shall be borne by the Lessors.

Any excess of such cost over said sum of Two thousand (\$2,000.00) Dollars shall be paid by the Lessee immediately upon completion of the work. The Lessors, at their own expense, shall install a toilet on the ground or street floor.

Should the building on said premises be destroyed or so damaged by fire as to be rendered unfit for occupancy, the rent herein provided, or a proportionate part thereof, shall be abated until said premises shall have been restored by the Lessors, or this lease may, at the option of the Lessors, be declared terminated.

In the event of the bankruptcy of the Lessee, or in the event that it should be placed in the hands of a Receiver, or should make an assignment for the benefit of creditors, the Lessors may at their option declare this lease immediately terminated and may take possession of the premises.

Should the Lessee fail to pay any installment of the rent within ten (10) days after the same shall become due, or fail to perform any of the covenants and agreements herein contained, the Lessors may at their option either declare the rental for the entire term immediately due and payable, and proceed to collect the same, or may declare this lease terminated and take immediate possession of the premises, collecting the rental up to the retaking of such possession.

In witness whereof the Lessors have hereunto set their hands and seals, and the Lessee has caused this instrument to be signed by its duly authorized officers and sealed with its corporate seal this the day and year first above written.

(Over)