

State of South Carolina  
County of Greenville

This agreement, executed in duplicate, this 12th day of December, 1924, by and between W. W. Burgess, known herein as the lessor and Lucille Shops, Inc., a corporation organized under the laws of the state of North Carolina, with principal office in the city of Charlotte, N. C. and (or) M. J. Zimmermann, as an individual and (or) A. F. Mosier, as an individual, known herein as the lessees, (either separately or collectively) witnesseth:

The lessor hereby leases to the lessees and the lessees agree to rent, that store property in the city of Greenville, county and state aforesaid, being situated on the West side of North Main street between the streets known as Coffee and North having a frontage on the said Main street of about twenty-two (22) feet more or less and running back about one hundred and twenty (120) feet.

Being more specifically described as the store room now occupied by Ceely's Fashion Shoppe.

This lease includes the basement and all of the first and second story. This building to be used by the lessees for Ladies Ready to Wear including millinery, ladies shoes, novelty jewelry and men's clothing. The term of the said lease shall be for five (5) years beginning September 1st next (1925) at the rental of five hundred and fifty (\$550.00) dollars per month for the first two years. The third year at the rental of six hundred (\$600.00) dollars per month and six hundred and fifty (\$650.00) per month for the last two years. Rent payable on the first day of each and every month, in advance.

But the lessees are not required to pay same before the fifth day of each month. In the event of the failure to pay the rent within the period required, the lessor may elect to terminate the lease, and upon ten days written notice to the lessees, may take possession of the premises without prejudice to other remedies against the lessees for breach of contract. The use of the premises for any other business other than herein called for shall cancel this lease if the lessor so desires and gives notice of same in writing.

The lessees agree not to sublet these premises or assign this lease, without the written consent of the lessor. That is, the lessees are not to rent

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the whole building without the written consent of the lessor. His heirs or assigns, the lessees, however, have a right to sublet certain departments, such as shoes, millinery or clothing, but in that event, the lessees are to be in control of the premises.

The lessees agree to make the following improvements: Build stair way to the second floor, install new front on the ground floor similar to the front in the lessees present Charlotte store. In fact, to be equal or better in attractiveness. This front is to be properly ventilated. It is also fully understood that the lessees may use, as they like, any portion or all of the present front in building their new front.

In the event the first floor and basement of the store property becomes vacant before September 1st, 1925 the lessees agree to pay the lessor four hundred (\$400.00) dollars per month, in advance until the said first day of September, 1925. The lessees agree to assume the whole of the second floor of this store building on February 1st, 1925 at a monthly rental of fifty (\$50.00) dollars per month. This amount to be paid in advance on the first day of each and every month until September 1st, 1925. The lessor agrees that the lessees may negotiate for the first floor and basement with the present occupants.

The lessees agree to take the building just as it stands and the lessees, only require of the lessor the use of the premises for the business mentioned and for no other. The lessees shall not make any unlawful or offensive use of the premises, and during said term shall keep the premises in as good condition, and at its termination, return them to the lessor in good condition, save and except reasonable wear and tear, damage by fire or unavoidable accidents, not caused by said lessees or his agent. (The lessees to make good at once any damage caused by themselves, their agent, employees or visitors) an damage resulting from leakage of roof or down spouts; and for such damage, direct or proximate, the lessor shall, in no wise, be held liable, provided he uses due diligence in ordering said roof or down spouts repaired after notice of such leakage is given by the lessees.

The lessees have the privilege of installing a passenger elevator to the second floor with the written consent of the lessor. All improvements

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