

Whereas, Louis C. Rosenblatt of New York City is the owner in fee simple of the premises on the West side of North Main Street known and designated as No. 209 North Main Street in the City and County of Greenville, State of South Carolina, and

Whereas, said Louis C. Rosenblatt is about to lease the said premises to Stewart's Inc., a corporation organized and existing under and by virtue of the laws of the State of South Carolina.

NOW THIS Memorandum of Agreement, made and entered into this ____ day of January, 1934, by and between Louis C. Rosenblatt, hereinafter described as "Landlord" and Stewart's Inc., hereinafter described as "Tenant",

W I T N E S S E T H :

That the said Landlord has leased to the Tenant, which has hired and taken the same, that lot of land in Greenville, South Carolina, on the west side of North Main Street, known and designated as No. 209 North Main Street, with a depth of one hundred twenty feet to an alley, together with the building on said lot and the store fixtures now in said building and which are now under the control of the tenant herein, consisting principally of showcases nailed against the walls, for the term beginning January 2nd, 1934, and ending the 31st day of December, 1938, at the following rental, to-wit: from January 2nd, 1934 to December 31st, 1935, at the annual rental of Seven thousand six hundred fifty (\$7650) dollars, payable Five Hundred (\$500) Dollars upon the execution and delivery of this agreement, Six Hundred Fifty (\$650) Dollars on the 1st day of February, 1934, and Six Hundred Fifty (\$650) Dollars on the first day of each and every month thereafter; from January 1st, 1935 to December 31st, 1935, at the annual rental of Seven thousand eight hundred (\$7800) Dollars payable in equal monthly installments of Six hundred fifty (\$650) Dollars on the first day of each and every month in advance and from January 1st, 1936 to December 31st, 1938 at the annual rental of Nine thousand (\$9000) Dollars per annum payable in equal monthly installments of Seven hundred fifty (\$750) Dollars on the first day of each and every month in advance; said rental shall be payable at the office of Louis C. Rosenblatt, 1400 Broadway, Borough of Manhattan, City and State of New York.

The Tenant hereby agrees to pay for elevator service on said premises, and to pay all gas and electric bills as the same become due, and further agrees that it will not use the said premises or any part thereof for any unlawful or dangerous purpose, or carry on any business therein, or for any other purpose than of cloaks and suits, ready-to-wear apparel and accessories.

The Tenant shall have full power to assign this agreement or underlet or under-lease the said premises or any part thereof upon the condition that the assignee shall assume each and every of the terms and obligations of this contract, it being expressly understood and agreed that such assignment shall not release said Stewart's Inc. nor the guarantors of each and every term, condition, covenant and obligation of this lease and of each and every term, condition, covenant or obligation of the guarantee hereto annexed and made part hereof and that said Stewart's Inc., and said guarantors shall continue to remain in all respects subject to and liable for each and every term, condition, covenant and obligation of this agreement and of the guarantee hereto annexed, irrespective of any assignment, sublease or underletting herein provided.

That the Tenant shall not make any alterations on the premises without the written consent of the Landlord or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire under the penalty of damages and forfeiture.

The Tenant agrees that it will take good care of the premises and at the end or other expiration of the said term, shall deliver up the demised premises in good order and condition, damages by the elements excepted.

That the Tenant shall promptly execute and comply with all Statutes, ordinances, Rules, Orders, Regulations and Requirements of the Federal, State, County and City Governments, and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term; and shall also promptly comply with and execute all orders, rules and regulations of any Board for the prevention of fires at its own cost and expense, but nothing herein contained shall be construed as requiring the tenant to make major or structural repairs.

That the Tenant shall, in case of fire, give immediate notice thereof to the

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