

State of South Carolina,
County of Greenville.

This Agreement made and entered into this 26 day of September, 1935, by and between Thos. S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter, and Sue C. McCoy, parties of the first part, all of Greenville, S. C., and hereinafter sometimes called the "Landlords" and Cabaniss - Gardner Company, a Corporation organized and existing under the State of New York, whose principal address will be #230 North Main Street, Greenville, S. C. party of the second part, and hereinafter called the tenant, Witnesseth:

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

1. That the Landlords do demise and lease unto the tenant, and the tenant does hereby take and lease from the Landlords, the storeroom to be erected on the east side of North Main Street, being numbered 230 North Main Street, and being more specifically described as the frontage now occupied by Ashmore's Pharmacy and Pete's Nut Store. The store-building to be erected is to have a frontage of approximately 28 feet on Main Street, with a depth of 100 feet. For further reference a set of plans and specifications for the proposed building is hereby attached to this lease, properly initialed by the parties for identification, and becomes a part of this contract. It is expressly understood between the parties that this lease shall cover only the ground floor and sufficient basement space for a furnace and coal storage. The term of this lease shall begin on the 15th day of December, 1935, and shall end on December 14, 1940, at midnight, unless sooner terminated by the default as hereinafter provided.

11. The Tenant agrees to pay to the Landlords for the use and occupancy of the premises herein demised, at the above address or any other address designated in writing, the following rental;

Fifteen Thousand & no/100 Dollars.

Payable as follows: Two hundred fifty (\$250.00) Dollars per month, in advance, by the tenth day of each calendar month. The Tenant is hereby directed by the Lessors, jointly and severally, to make all remittances in favor of Thos. S. Carpenter, Agent.

111. The Tenant further agrees that they will operate a ladies' ready-to-wear store and/or kindred lines, and that they will not use the demised premises for any unlawful or objectionable business, or any other business that may constitute a nuisance or injure the value of the property. The Tenant further agreeing that it will not, without the prior written consent of the Landlords, sell, assign, mortgage, pledge or otherwise dispose of this lease or sublet the premises as a whole, or use or occupy the same for any purpose other than afore-mentioned, provided however, such consent shall not be unreasonably or arbitrarily withheld.

IV. It is understood and agreed that in the event the said building herein demised, shall be damaged by fire or other casualty to an extent not exceeding thirty-three and one third (33 1/3%) per cent of the value of the building, the said building shall be repaired or restored as speedily as possible at the expense of said owner, and a just and appropriate part of the rent abated until put in proper repair, and that furthermore in the event the said building shall be destroyed or damaged to an extent where it is untenable and unfit for occupancy, then this lease between Landlords and Tenant may be terminated by either party. In the event of such a termination, any unearned rent paid in advance by the Tenant shall be refunded.

V. It is further understood and agreed that the tenant may attach its usual signs on or about the demised premises, provided such signs and other attachments shall comply with all requirements of Law or local ordinances. The Tenant agrees to protect and save harmless the Landlords against any liability for damage to persons or property caused by or growing out of the installation and operation of said signs.

VI. The Tenant shall not be liable for any loss or damage to any other portion of said premises or to the premises herein demised arising from any accident or neglect of other tenants or other occupants of said building; otherwise the Tenant is to hold and save harmless the Landlords against any and all claims, suits or judgments for damage or injury to persons or property caused by or arising out of any cause or condition in connection with the leased premises during the term of the lease, except such damage or injury as may be caused by failure of the owner of the building after being informed in writing of the need to make such repairs imposed on him.

VII. It is distinctly understood between the parties that any remodeling, improvements or alterations that the Tenant may deem necessary during the life of this lease shall be at the Tenant's own cost and expense. However, the Landlords covenant and agree that they will keep the exterior of the premises (including roof and downspouts) in good condition at all times.

VIII. It is agreed and understood between the parties that the Tenant is to furnish his own fuel for heating his portion of the building and pay every expense incident