

THIS MEMORANDUM OF AGREEMENT, made and entered into this 16 day of February, 1939, by and between SHIRBY'S, INCORPORATED, of Greenville, South Carolina, a South Carolina corporation, party of the first part, and CHARLES GRAND AND LOUIS GRAND, co-partners, of Ashville, North Carolina, parties of the second part.

THAT WHEREAS the said party of the first part owns and operates a ladies specialty shop at #225 North Main Street in the City of Greenville, South Carolina, under the trade name of SHIRBY'S, which said store is occupied under a lease that extends to August 31, 1944.

AND WHEREAS it is the desire of the party of the first part to lease to the parties of the second part one-half of said premises for the purpose of operating and conducting therein a complete fur department,

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein-after contained, this contract and agreement

WITNESSETH:

1. That the said party of the first part gives, grants and leases to the said parties of the second part, for the purposes of operating exclusively therein a complete fur department the South one-half of the premises known as #225 North Main Street, Greenville, now occupied and leased by the party of the first part for a term of five (5) years and 5 months, beginning April 1, 1939, and expiring on August 31, 1944.

The said space is to be used by the second parties solely for the purpose of conducting the business of furriers during said term; and said first party agrees to permit and allow the said second parties the exclusive privilege of selling furs and fur goods, excluding fur trimmed cloth coats, and conducting a storage and repair department on their premises during said term of this contract. Party of the first part retains the exclusive right to handle and sell fur trimmed coats.

For the privilege of conducting said department and the use of said premises, and in consideration of the other promises herein contained, the said parties of the second part agree to pay to the party of the first part the following rent:

- a. If the total of all cash sales and receipts made by said fur department for any year during the term of this lease do not exceed the sum of \$30,000.00, the annual rental for such year shall be \$2400.00.
- b. If the total cash sales and receipts made by said fur department for any year during the term of this lease, shall exceed \$30,000.00 but be less \$40,00.00, the annual rental for such year shall be \$3000.00.
- c. If the total cash sales and receipts made by said fur department for any year during the term of this lease shall exceed \$40,000.00, the annual rental for such year shall be \$3600.00.

Provided, however, that in the event the cash sales and receipts of said fur department shall be less than \$20,000.00 for the first year of this lease, then and in that event, the rent reserved under this lease shall be reduced to the sum of \$1800.00 for such year only.

The rent reserved under this lease shall be paid in the following manner:

On the first day of April, 1939, and on the first day of each succeeding month during the continuance of this lease, the parties of the second part shall pay to the party of the first part the sum of \$200.00. At the end of each year of this lease the total net cash sales and receipts of said fur department shall be computed by a certified public accountant, and the said parties of the second part shall pay to the party of the first part the difference between the monthly rental payments delivered to the party of the first part and the amount found to be actually due for the total cash sales and receipts during said year; provided, however, that the monthly advance rental payments for the first year of this lease shall be \$150.00 in the place of \$200.00.

Party of the first part agrees to furnish free of cost to the parties of the second part, lights, heat, bulbs, water, electricity, local telephone, and porter or maid, and said party of the second part shall have exclusive use of the South exterior show-window of said store.

The party of the first part will <sup>also</sup> deliver at its own expense all goods sold by the parties of the second part in its fur business, to purchasers thereof living within first party's present delivery limits.

The parties of the second part shall furnish all boxes necessary for the conduct of said business, and shall pay all freight, express, cartage and telegraphic charges, and also the help employed in said fur department (and all expenses incidental to the conduct of same except as hereinbefore specified).

(Over)