

TITLE TO REAL ESTATE

Surveyors, in May, 1940, to-wit:

"BEGINNING at a point on the west side of North Main Street 92.25 feet southerly from the intersection of the westerly line of North Main Street with the southerly line of West Coffee Street, said point of beginning being the northeasterly corner of the Davenport property hereinafter described, and running thence with the Northerly line of said Davenport property N. 70-10 W. 242.8 feet, more or less, to a point on the east side of North Laurens Street, said point being the northwest corner of the Davenport property hereinafter described; thence along the east side of North Laurens Street N. 20-20 E. 20 feet, more or less, to a point on the north face of a brick wall; thence along the north face of said wall S. 69-52 E. 108.9 feet, more or less, to a point; thence S. 20-20 W. 2 feet, more or less, to a point; thence S. 70-24 E. 53.6 feet, more or less, to a point; thence N. 20-0 E. 6 feet, more or less, to a point; thence S. 70-12 E. 80.2 feet, more or less, to a point on the west side of North Main Street; thence along the west side of North Main Street S. 20-0 W. 23.65 feet, more or less, to the beginning corner;" subject to any state of facts which an accurate survey may show.

It is contemplated between the Landlord and Tenant that the Tenant may acquire by lease certain other real property in Greenville, South Carolina, situate on and adjacent to the southern side of the premises hereinabove described, which certain other property is hereinafter referred to as the "Davenport property" and has the following metes and bounds, according to a plat made by Dalton and Neves, Surveyors, in May, 1940, to-wit:

"BEGINNING at a point on the west side of North Main Street 92.25 feet southerly from the intersection of the westerly line of North Main Street with the southerly line of West Coffee Street, said point of beginning being the southeasterly corner of the Cauble property hereinabove described, and running thence with the southerly line of said Cauble property N. 70-10 W. 242.8 feet, more or less, to a point on the east side of North Laurens Street, said point being the southwest corner of the Cauble property hereinabove described; thence along the east side of North Laurens Street S. 20-20 W. 36.45 feet, more or less, to a point; thence S. 70-10 E. 120 feet, more or less, to a point; thence N. 20-20 E. 9.3 feet, more or less, to a point; thence S. 70-0 E. 123 feet, more or less, to a point on the west side of North Main Street; thence along the west side of North Main Street N. 20-0 E. 27.5 feet, more or less, to the beginning corner.

The Landlord covenants and represents that the entire southern line of the premises hereby demised is immediately adjacent to and contiguous with the entire northerly line of said Davenport property and that the premises hereby leased, together with said Davenport property, constitutes one parcel of land and that there is no gap or gaps or hiatus or intervening space or spaces whatsoever between the premises hereby leased and said Davenport property.

TERM

2. TO HAVE AND TO HOLD The above described premises with all the rights, easements, and appurtenances thereunto belonging and attaching unto the Tenant, its successors and assigns, for and during the term of thirty years, unless this lease shall be sooner terminated as hereinafter provided, commencing on the first day of January, 1942, and ending on the 31st day of December, 1971.

RENTAL

3. The Tenant hereby agrees to pay to the Landlord for said leased premises the following rental:

(a) For and during the entire thirty years of the term hereby leased, the sum of Eight Thousand Dollars (\$8,000) per annum, payable in equal monthly instalments of Six Hundred Sixty-six and 66/100 Dollars (\$666.66), in advance, on the first day of each and every month during said term. Said rental is hereinafter for convenience sometimes called "fixed rent."

(b) In addition to said fixed rent, the Tenant shall pay to the Landlord in the manner and upon the terms and conditions and at the times hereinafter set forth the following amounts, if any, which amounts are hereinafter, for convenience, sometimes called "percentage rent":

(1) A sum equal to two and one-half per cent ($2\frac{1}{2}\%$) of the Tenant's aggregate gross sales in excess of Three Hundred Sixty Thousand Dollars (\$360,000) and up to but not in excess of Five Hundred Thousand Dollars (\$500,000) for each lease year.