

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

LE A S E

THIS AGREEMENT, Made and entered into this 29th day of May, 1941, by and between C. Granville Wyche, of Greenville, South Carolina, hereinafter called the Landlord, and Dejay Stores, Inc., a corporation incorporated under the laws of the State of New York, hereinafter called the Tenant,

W I T N E S S E T H :

(1) That the Landlord does hereby lease and demise unto the Tenant and the Tenant does hereby take and accept from the Landlord the following described property:

All that certain lot of land with the ground floor of the building built thereon, situate on the east side of North Main Street, in the City of Greenville, County and State aforesaid, fronting approximately 22½ feet on North Main Street and extending back between parallel lines a distance of 125 feet, on which there is situate a two-story brick building, known and designated as No. 116 North Main Street.

It is understood and agreed that this lease covers only the ground floor and basement of said two-story building located on the demised premises.

(2) TO HAVE AND TO HOLD unto the Tenant, its successors and assigns, for and during the term of ten years, beginning on the 15th day of July, 1941, and ending on the 14th day of July, 1951.

(3) THE Tenant, in consideration of the rental of said premises, agrees to pay to the Landlord the total sum of Three Thousand Dollars (\$3,000) for the first lease year commencing July 15, 1941, and ending July 14, 1942, said rental to be paid in equal monthly instalments in advance of Two Hundred Fifty Dollars (\$250) per month on the first day of each lease month during said term. The Tenant, in consideration of the rental of said premises, agrees to pay to the Landlord the total sum of Thirty-two Thousand Four Hundred Dollars (\$32,400) for the next succeeding nine years of said lease term, commencing on the 15th day of July, 1942, and ending on the 14th day of July, 1951, said rental to be paid in equal monthly instalments, in advance of Three Hundred Dollars (\$300) per month on the first day of each lease month during said term.

(4) In addition to the fixed rental hereinabove stipulated, the Tenant agrees to pay to the Landlord for the last five years of said term, beginning on the 15th day of July, 1946, and ending on the 14th day of July, 1951, a sum equal to five per cent of the Tenant's gross sales as hereinafter defined, made by the Tenant during each of said last five years of the term hereof or any fractional part thereof, on sales in excess of Seventy-two Thousand Dollars (\$72,000) per lease year. The term, "gross sales," as used herein, shall be interpreted to be sales on all merchandise sold by the Tenant in the demised premises or any concession therein, either for cash or credit, less refunds made to purchasers. The term, "gross sales" shall not include credit for returned merchandise or credits accruing to said store arising from the transfer of merchandise from said store to other stores of the Tenant, provided said transfer is not made for the purpose of consummating a sale theretofore made from the demised premises, nor shall said term include credits received resulting from claims or losses or damages to merchandise in transit, nor the amount of any sales tax, federal, state, or municipal, however imposed, computed, and paid for sales in, upon, or from said leased premises, if said tax is or must be assumed or paid by the Tenant, to the extent that such taxes shall have been included in said sale.

(5) The Tenant agrees that it will keep a full, complete, and accurate record of all sales made during each lease year, or fractional part thereof, for the last five years of the term of this lease, commencing July 15, 1946, and ending July 14, 1951, and that said books shall remain open at all reasonable times for the inspection of the Landlord. The Tenant agrees to furnish the Landlord with a statement or audit for each of said last five years, or fractional part thereof, which shall show the total gross sales as defined herein, and within ten days after the termination of each of said last five lease years, the Tenant agrees to pay the additional rental on gross sales hereinabove stipulated if any amount shall be found to be due.

(6) The Landlord agrees to keep in good repair the roof, outer walls, and down spouts of said building. It is understood and agreed that the roof, outer walls, and down spouts, upon the occupancy by Tenant under this lease, shall be considered sound and the Landlord shall not be called upon to make any inspection of or repairs to said portions of the building and shall not pay any damages from leaks or the condition of the roof, outer walls, and down spouts should any occur, except damages due to the Landlord's negligence after notice from the Tenant and a reasonable time to repair such portions of the building has expired.