

THIS AGREEMENT made the 24th day of February by and between W. C. Cleveland, hereinafter sometimes for convenience called landlord, and S. H. KRESS AND COMPANY, a New York corporation having its principal office at 114 Fifth Avenue, Borough of Manhattan, City, County and State of New York hereinafter sometimes for convenience called tenant.

WITNESSETH:

WHEREAS landlord heretofore leased to tenant by a lease in writing dated October 4, 1941 recorded October 23, 1941 in book 238 page 307, those certain store premises having a frontage of 42 feet on the west side of South Main Street and a depth of 150 feet along parallel lines to a private alley, which premises are located at and known as Nos. 29-31 South Main Street in the City of Greenville, County of Greenville, State of South Carolina and

WHEREAS said lease as extended will expire on the 31st day of May, 1945 but contains an option to tenant to renew and extend said lease for an additional period of one year commencing June 1, 1945 and expiring May 31, 1946 at a rental to be agreed upon but not to exceed \$7200.00 per annum and

WHEREAS the parties hereto are desirous of extending said lease upon the terms and conditions and for the period of time and at the rental hereinafter set forth.

NOW THEREFORE in consideration of the sum of \$1.00 mutually exchanged between the parties hereto, receipt of which is hereby acknowledged and of other good and valuable consideration it is hereby agreed by and between the parties hereto as follows:

Said lease dated October 4, 1941 between the parties hereto as extended shall be and the same hereby is further renewed and extended for an additional period of two years from the expiration thereof namely from the first day of June, 1945 to midnight on the 31st day of May, 1947 upon the same terms and conditions therein contained except as herein otherwise expressly provided. The rent to be paid by tenant for and during said extension period commencing June 1, 1945 shall be at the rate of \$7200 per annum payable in equal monthly installments in advance on the first day of each and every month during such extension period at the rate of \$600. per month.

Anything in said lease dated October 4, 1941 to the contrary notwithstanding in the event that the leased premises shall be damaged or destroyed by fire or other casualty to such an extent that tenant shall be required to close its store and discontinue business for a continuous period of sixty days both landlord and tenant shall have the option of canceling this lease as of the date of the fire or other casualty upon thirty days written notice to the other party hereto. Tenant shall be the sole judge of whether it shall be necessary to close its store and discontinue business.

Anything in said lease dated October 4, 1941 to the contrary notwithstanding in the event tenant shall open another store in the City of Greenville, State of South Carolina and shall close its store on the herein leased premises and vacate said premises landlord shall have the right to cancel and terminate this lease on thirty days written notice to tenant, as it is understood that landlord does not want the leased premises left vacated.

Landlord hereby grants tenant the option of renewing and extending the term of this lease for an additional period of one year after the expiration thereof, namely for a term beginning June 1, 1947 and expiring May 31, 1948 at a rental of \$7200. per annum and upon all of the terms and conditions contained in said lease as extended and renewed. Notice in writing of tenant's election to renew and extend this lease shall be given by tenant to landlord not later than April 1, 1947.

The option in said lease dated October 4, 1941 to tenant to extend and renew for an additional period of one year from June 1, 1945 to May 31, 1946 at a rental to be agreed upon but not to exceed \$7200. per annum shall be and the same hereby is declared null and void and of no further force and effect.

Except as herein expressly modified all of the terms and conditions of said lease dated October 4, 1941 as extended shall remain in full force and effect, unaffected by this agreement.

IN WITNESS WHEREOF, the landlord has hereunto set his hand and seal and the tenant has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered

in the Presence of:

E. A. Gilfillen

Henry Fairchild

Witnesses as to Landlord

M. Mulcahy

A. F. Guerber

Witnesses as to Tenant.

W. C. Cleveland (L.S.)

S. H. KRESS AND COMPANY
By W. L. Baker
Vice President

