

L E A S E

THIS AGREEMENT made this 17th day of December, 1945 by and between E. M. WHARTON, Landlord, and OLAN MILLS PORTRAIT STUDIOS, of Chattanooga, Tennessee, Tenant

WITNESSETH:

That the Landlord leases to the Tenant the following described premises in Greenville, Greenville County, South Carolina, to-wit:

Building and premises located at 226 and 228 North Main Street together with the 33½ foot space in the rear of the building and the Landlord's right of ingress and egress over the two alleys leading to the rear of the said building.

for the period of five years beginning January 1, 1946 and ending December 31, 1950. and covenants to keep the Tenant in quiet possession of the premises during the said term.

IN CONSIDERATION WHEREOF the Tenant hereby agrees to pay as rent for the use and occupancy of the premises \$640.00 per month for the first six months of the said term and \$750.00 per month thereafter, being a total of \$44,340.00 for the entire term.

The following stipulations are hereby declared to be a part of this lease:

1. The Tenant agrees to take good care of the premises and return the same at the expiration of the term in as good condition as received, ordinary wear and tear and natural decay excepted, unless destroyed by lightning, fire or other natural cause; and not to erect or to permit to be erected on the premises any nuisance or commit any waste.

The Landlord covenants that the premises when delivered are in a safe and tenantable condition.

2. The Landlord covenants to keep in good repair the roof, the outside walls, the outside of the premises and to repair any structural defect in the premises, but liability on the part of the Landlord for plateglass or windows is specifically excluded.

3. In the case of damage by fire or other natural causes should the damage to the building be less than fifty percent, the Landlord agrees to restore the premises to a like condition within a reasonable time providing the material and labor are available, said work to be done by a reliable contractor and steps taken within thirty days to have said rebuilding done. During the period of restoration rent on the premises will be abated to the extent that they are uninhabitable for the purposes for which they are leased.

Should the damage by fire or otherwise exceed fifty percent then this lease is terminated without liability to either party.

Cost of replacing equipment, betterments, and appurtenances added to the premises by the Tenant or those at present therein, in the event of being damaged or destroyed by fire, or by any other cause, the loss shall be born by the Tenant. The Tenant agrees to take the premises as it now stands, and the Landlord is to be under no obligations to make any repairs or improvements therein or thereto. The Tenant further agrees not to hold the Landlord responsible for any damage to the property of the Tenant in the building nor to his person or that of employees or customers from any cause whatsoever.

4. No major alterations, additions or improvements shall be made on the premises without the consent of the Landlord. Any improvements or fixtures installed by the Tenant may be removed by it so long as the premises are not damaged by such removal.

5. The Landlord shall have the right at all reasonable times to enter the premises to examine the same or to make such repairs or alterations as shall be necessary for the safety and preservation of the building.

6. Failure to pay any installment of rent within thirty days from the due date shall at the option of the Landlord forfeit this lease. Written notice, however, shall be given the Tenant at least ten days before cancellation.

(over)