

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 27th day of April, 1946, by and between OLAN MILLS PORTRAIT STUDIOS OF CHATTANOOGA, TENNESSEE, hereinafter referred to as the Lessors, and THE ARDEN COMPANY of WASHINGTON, D. C., hereinafter referred to as the Lessee:

W I T N E S S E T H :

For and in consideration of the rents reserved and the mutual covenants, promises, and agreements hereinafter contained, it is agreed as follows:

DEMISE 1. That the Lessors do hereby grant, bargain, demise, and lease unto the Lessee, and the Lessee does hereby hire and accept from the Lessors, the following described property, with the buildings and improvements thereon, together with the use of all exits, entrances, and pertinent passageways for any lawful purpose or purposes, except engaging in the photographic business, located in the City of Greenville, County of Greenville, State of South Carolina, to-wit:

DESCRIPTION AND TERM OF LEASE.

Building and premises located on the ground floor at 226 North Main Street, (being the same store now occupied by Town Tavern), and being approximately twenty two (22) feet wide by ninety nine (99) feet in depth, more or less, by inside measurements, including a basement thereunder, for the period of five (5) years, beginning July 1st, 1946, and ending June 30th, 1951, and covenants to keep the Tenant in quiet possession of the premises during said term, and to deliver the premises in broom clean condition.

RENTAL

2. The Lessee covenants and agrees to pay to the Lessors as rental for said premises, a sum equal to 5% on all sales and business transacted (as hereinafter defined) on the premises, and it being understood and agreed, however, that Lessee shall pay a minimum annual rental during the period hereof, of the sum of \$6,000.00, payable \$500.00 monthly, in advance on the first of each and every month during said term. Said percentage rental over and above the minimum rental, is to be paid at the end of the year when the books are closed, and on or before the 20th day of January, in each year for the preceding calendar year, or fraction thereof. All rentals to be paid to the Albert J. Quigley Company, Realtors, Blue Building, Greenville, South Carolina, who are agents in negotiating this lease, and also managers of building at 226 and 228 North Main Street, Greenville, South Carolina.

DEFINITION OF "SALES"

The term "Sales and Business Transacted" means the sales price of all customs, wares and merchandise sold in, upon or from any part of the demised premises by the tenant or any person, firm or corporation; and the charges for all services performed for which charge is made, by the tenant or by any other person or corporation selling merchandise or performing services of any sort in, upon or from any part of the demised premises, which shall include sales and charges, for cash or credit, regardless of collections in the case of the latter, but excludes returns and refunds, and the amount of any sales tax, or occupational tax or similar tax, or imposition whatsoever, and howsoever imposed for such sales and charges, where such sales tax, occupational tax or similar tax or imposition is billed to the purchaser as a separate item. Where garments are sold by Lessee which require alterations, the cost of such alterations shall not be included in "Sales and Business Transacted", if such alterations are