

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

LEASE

DEC 20 9 36 AM 1948

GREENVILLE CO. S.C.  
OLLIE FARNSWORTH  
R.M.C.

This agreement entered into this 16 of <sup>January</sup> ~~November~~, 1948 between Miss Hazel Jenkinson (hereinafter referred to as the Lessor) and James A. Harris, of Greenville, S. C. (hereinafter referred to as the Lessee).

WITNESSETH:

In consideration of the payments made and to be made as hereinafter provided, the Lessor does hereby lease and demise unto the said Lessee the Brick Store Building located at 28 Pendleton Street, Greenville, S.C.

To have and to hold unto said Lessee for and during the period beginning the 15th day of March, 1952 and ending at midnight on the 14th day of March, 1955.

In consideration of the premises the Lessee agrees during the continuance of this lease to pay the Lessor a base rental of \$125.00 a month, such payment to be made in advance on or before the 15th day of each month for which said rent is due.

The Lessee further agrees that it will pay to the Lessor, in addition to the rental stipulated above, a sum equal to two percent (2%) of the gross retail sales, as hereinafter defined, after credits for returned merchandise have been deducted, made by the Lessee during each lease year, on all sales exceeding (\$75,000) Seventy-Five Thousand Dollars gross but not exceeding (\$120,000) One Hundred and Twenty Thousand gross per each lease year. The term "gross retail sales" as used herein shall be interpreted to be sales of all merchandise sold at retail by the Lessee in the demised premises less refunds made to purchasers less the amount of any sales tax, Federal, State and/or municipal, however imposed, computed or paid for sales in, upon, or from said leased premises if said tax is, or must be assumed or paid by the Lessee, to the extent that such taxes have been included in said sale.

The Lessee further agrees that it will keep a full and accurate record of all sales made during each lease year for the term of this lease. The Lessee shall furnish the Lessor with an annual statement or audit for each lease year, which shall show the gross retail sales as herein defined. On the tenth day of the second month following the end of each lease year, the Lessee shall render the Lessor a statement and pay the bonus rental on gross sales.

The Lessee covenants and agrees with the Lessor:

- (1) That it will make at its own expense all necessary alterations not otherwise provided for herein.
- (2) It will not permit the leased premises to be so used as to render it void or voidable any policies of insurance against fire.
- (3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease reasonable wear and tear alone excepted.

The Lessor covenants and agrees with the Lessee:

- (1) That she will from time to time and at her expense make any additions, alterations or replacements that may become necessary in order to comply with any regulations or orders issued by State or Municipal authorities.
- (2) The Lessor agrees to maintain the roof and walls in a good state of repair.

It is mutually agreed and covenanted:

Cancelled by mutual agreement this 12<sup>th</sup> day of February, 1952.  
 Witnesses  
 Willie Duffie  
 Viola C. Rollins  
 P. B. Bates  
 A. P. Rush  
 Lessor Hazel Jenkinson  
 Lessee James A. Harris