



BOOK 759 PAGE 201

CLERK OF COURTS

STATE OF SOUTH CAROLINA)
) R.M.C.
) LEASE
COUNTY OF GREENVILLE)

THIS AGREEMENT made and entered into this 1st day of October, 1959, by and between NELLE W. MILLS and ANNIE W. CEELY, hereinafter called the LESSORS and EMERY STORES, INC.-CAROLINA, a South Carolina corporation, having its principal offices at 2715 Bond Street, Knoxville, Tennessee, hereinafter called the Lessee.

WITNESSETH

That the Lessors in consideration of the rents hereinafter reserved and the covenants and agreements hereinafter expressed to be kept, performed, and fulfilled by Lessee, does by these presents grant, bargain, demise and lease unto said Lessee, and said Lessee does take as tenant for a period of five (5) years, beginning on the first day of January, 1960, and ending midnight December 31, 1965, the following described premises, situated in the City of Greenville, County of Greenville, State of South Carolina, and more fully described as follows:

That certain two-story building of brick construction known as No. 2 and No. 4 Pendleton Street, being the same premises now under lease by said Lessee. This lease to include the first and second floors and that plot of land on which the building is situated with rights of way incident thereto. It is expressly understood between the parties hereto that this lease does not include a small building fronting on River Street at the rear of No. 2 Pendleton Street, now used as a barber shop.

TO HAVE AND TO HOLD the entire said premises, with all rights, privileges, easements, and appurtenances thereto belonging, including space in rear to alleyway unto said Lessee for and during the term of this lease and renewals thereof, and said Lessors covenant with said Lessee to keep Lessee in quiet possession of said premises during the term of this lease or renewal thereof, provided said Lessee shall pay the rent and keep and perform the covenants and agreements as hereinafter provided.

PROVIDED ALWAYS, and these presents are upon the following expressed conditions:

1. The Lessee is given the option and right to extend or renew this lease for an additional period of five (5) years beginning January 1, 1966,

(Continued on next page)