

State of South Carolina,
County of Greenville.

This Indenture made and concluded between J.F. Hodges, party of the first part, and The J.-Thos. Arnold Company, a corporation duly incorporated under the laws of the State of South Carolina, party of the Second part, WITNESSETH:

That the party of the first part has hereby let and rented to the party of the Second part, and the party of the second part has hereby hired and taken from the party of the first part his store-room No. 211, situate on the West side of Main Street in the City of Greenville, South Carolina, and between Coffee and North Streets, consisting only of the first floor of said building, the same extending from Main to Laurens Streets, also the upper floor of said building extending from Main Street back ninety (90) feet, together with the basements under said store-room, for the term of three (3) years, commencing on the 1st, day of October A.D. 1910 and ending on the 1st, day of October A.D. 1913, at the yearly rent of Twenty-four hundred dollars, the same to be paid by the party of the second part in monthly payments of Two hundred dollars, on the last day of each month hereafter during the term aforesaid. It is further agreed: That the party of the second part is not to sub-rent or transfer this lease to any other person or corporation without the permission and written consent of the party of the first part. It is further agreed: That the party of the second part is to provide at its own expense, all shelving, counters, offices and other fixtures as may be necessary for its use. And the party of the first part hereby agrees that all fixtures shelving, counters, offices etc. now in said store room, or hereafter to be put therein by the party of the second part, shall be the property of the party of the second part, except seventy-two lineal feet shelving and six counters taken out of the Rush store, and at the expiration or other determination of this lease, and the party of the first part does not see fit to buy said fixtures, shelving, counters, officers, etc., the party of the second part shall have the right to remove all of said fixtures etc. from said store room, except shelving and counters hereinabove specified, which is the property of the party of the first part. It is further agreed: That if the party of the second part shall change, alter or add anything to said building, such shall be done at its own expense, unless previously agreed upon by the parties hereto, and it is further agreed, that if any damage be done by the party of the second part or its agents or servants to the walls or other parts of said store room or building, the same shall be re-paired by the party of the second part at its own expense. It is further agreed: That the repairing of the doors, windows, locks, hinges etc. shall be done at the expense of the party of the second part, and in case said party of the second part fails to have same done, then the party of the first part can have same done and charge the expense thereof to the party of the second part, and It is further understood and agreed: That the party of the first part is not to be liable for any damages on account of leaks in roof, sewer or gas pipes, or any other leaks of any kind during the continuance of this lease. It is further agreed and understood: That the party of the second part is not to allow any quantity of excelsior, paper boxes or other combustible material to remain on said premises during the continuance of this lease, but shall keep the same as free therefrom as possible. It is further agreed; That in case said building or any part thereof, be destroyed by fire or be so injured by the elements or any other cause as to be untenable and unfit for occupancy, then and in such event, this lease shall cease and determine, and both parties released from further continuance, of the same. And the said party of the second part covenants and agrees to pay to the party of the first part, the said rent as herein specified for said building, the same to begin on the said 1st., day of October, A.D. 1910;

(over)