

period under the terms hereof, pay the rent as herein contemplated, and otherwise fully commence its obligations under this lease on the first day of September, 1929. The Lessor covenants and agrees that actual physical possession of the demised premises will be delivered to the Lessee upon the commencement of the term of this lease in as good condition as the same now are, broom-cleaned and free from all tenancies and occupancies.

Fifteenth: It is expressly stipulated, covenanted and agreed that all the terms, provisions, conditions, covenants and agreements contained in this agreement are to apply to and be binding upon the parties hereto, their legal representatives, successors and assigns.

Sixteenth: The Lessor further agrees that before entering into any other or future lease of the premises hereby demised, he will first offer to the Lessee twelve months in advance of the termination of this lease the option upon such rental as he, the said Lessor, is offered in good faith by his prospective tenants, and will afford the Lessee hereunder a reasonable time with in which to act upon such offer, said reasonable time not to exceed three months, the intention of the parties being to give Lessee hereunder, in consideration of this lease, a preference over prospective tenants, so far as that can be done without any detriment to the Lessor.

Seventeenth: The Lessor gives the Lessee an option to take the building under the terms of this lease on or before June 1, 1929, or as soon thereafter as possession can be delivered, providing the present Lessee, the Jones Furniture Company, agrees to same. Should the Lessee take possession of the building herein leased before September 1, 1929, the terms of this lease shall prevail for the anticipated time. Should the Lessee take possession of the premises herein leased before September 1, 1929, the said time before September 1, 1929, shall not affect the twenty-year period of this lease which shall commence on September 1, 1929.

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Any notice required to be given under the terms hereof shall be served by registered mail, addressed to the Lessee at no 352 Fourth Avenue, New York, N. Y., or such other address as the Lessee may in writing designate to the Lessor.

In Witness Whereof, the Party of the First Part has executed this lease, and the Party of the Second Part has caused these presents to be signed by its President, and attested by its Secretary, and its common corporate seal to be hereunto affixed, on the day and year first above written. Executed in duplicate.

In the presence of:
Myatt Aiken
Jessie O. Hunt

E. M. Wharton
Lessor.

In the presence of:
Morton Perpey
Milton S. Goldson

Lerner Stores Corporation
By: Joseph J. Lerner
President - Lerner
Attest: Bertram L. Marke
Secretary
(Seal)

State of South Carolina
County of Greenville

Jessie O. Hunt, being duly sworn says that she saw the within, E. M. Wharton, sign, seal, and as his act and deed deliver the within lease, and that she with Myatt Aiken witnessed the execution thereof.

Sworn to before me this
31st day of October, 1928.

Myatt Aiken,
N. C. for S. C.

State of New York
County of New York

Morton Perpey, being duly sworn says that he saw the within named Lerner Stores Corporation by its President Joseph J. Lerner, and its Secretary, Bertram L. Marke, sign seal, and as the act and deed of said corporation deliver the within lease, and that he with Milton S. Goldson witnessed the execution thereof.

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