

SCHEDULE A

This Indenture, made this 18th day of September in the year 1929, between J. C. Cunningham and R. D. Dobson, of Greer, South Carolina, (hereinafter known as the Lessor), as Party of the First Part, and SCOTT STORES INCORPORATED, a Delaware corporation (hereinafter called the Lessee), as Party of the Second Part,

WITNESSETH:

(LOCATION) That the Lessor, for and in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to the Lessee certain premises being situate at Nos. 38 and 40 Trade Street, Greer, State of South Carolina, and being more particularly described as follows:

(Description) All that certain parcel of land, together with the one story brick building to be built thereon, located on the East side of Trade Street, between Randall Street and Victoria Street, in the City of Greer, County of Greenville, State of South Carolina. Said building to have an approximate frontage of forty five feet on Trade Street, running back between parallel lines a distance of seventy six feet and two inches, then narrowing down on South side to a width of thirty two feet, and running back sixty five feet and ten inches. Said property being bound on the North by property of W. P. Duncan, et al; on the East by property of B. P. Edwards and W. T. Brockman, et al; on the South by other property of the lessor; and on the West by Trade St.,

TO HAVE AND TO HOLD the same with appurtenances, including the right of entrance and exit over all streets, alleys and arcways adjacent thereto, for and during the full term of twenty (20) years beginning April 1st, 1930 and ending March 31st, 1950.

ARTICLE I

IN consideration of said demise and lease, the Lessee covenants and agrees:

(RENT) (a) To pay the Lessor, as rent for the demised premises, commencing thirty days after the completion of the alterations and improvements, hereinafter provided for, within ten days after the end of each month of the term hereof, an amount equal to four per cent (4%) - of the gross sales made by the Lessee of said demised premises during each month. And, in addition thereto for each year of said term (the years referred to being from April 1, 1930 to March 31, 1950) in which the gross sales made by the lessee on said demised premises shall exceed the amount of \$75,000.00 to pay to the lessor, as additional rent for said demised premises, for such a year, a sum equal to five (5%) per cent of the amount by which the said gross sales shall exceed said amount of \$75,000.00 up to \$125,000.00. And, a sum equal to six per cent (6%) of the amount by which the said gross sales shall exceed said amount of \$125,000.00 up to \$200,000.00. And, a sum equal to seven (7%) per cent of the amount by which the said gross sales shall exceed said amount of \$200,000.00. Such additional rent, if any, shall be paid on or before fifteen (15) days after the end of each year of said term. The Lessee agrees that the Lessor shall have the right to make an annual examination of such books of the Lessee pertaining to the store contracted by the Lessee upon the herein leased premises as will show the gross volume of sales made by the Lessee in such store during the preceding year.

(USE) (b) To use and occupy said premises as a retail store for the sale of goods, wares and merchandise, and not to use the same for any illegal purpose or for any business extra-hazardous, on account of fire or otherwise, without the written consent of the Lessor, and at the expiration of said term to quit and surrender said premises.

(ABANDONMENT) (c) That if the premises, or any part thereof, shall be abandoned by the Lessee during said term, the Lessor or their representatives may reenter the same, either by force or otherwise, without being liable to any prosecution thereof and relet the said premises as the agent of the Lessee and receive the rent thereof, applying the same first to the payment of such expenses as they may be put to in reentering and then to the payment of the rent due by these presents, and the balance, if any, to be paid over to the Lessee, who shall remain liable for any deficiency.

(DEFAULT) (d) That if any default be made in the payment of rent, or any part thereof, at the times above specified or if default be made in the performance of any of the covenants or agreements herein contained to be performed by the Lessee, and such default

(OVER)

See Assignment of Lease See Deed Book 178 Page 274