

State of South Carolina,  
County of Greenville.

This agreement made and entered into this 19 day of November, 1935, by and between E. A. Gilfillin, Trustee for Marion Brawley, of Greenville, S. C., party of the first part, and hereinafter sometimes called the "Landlord", and Davenport's, by J. D. Davenport, owner, whose principal address will be #207 North Main Street, Greenville, S. C., party of the second part, and hereinafter called the "Tenant", witnesseth:

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

1. That the Landlord does demise and lease unto the Tenant, and the Tenant does hereby take and lease from the Landlord, the store building on the west side of North Main Street, being numbered 207 North Main Street, and being more specifically described as the storeroom being situated between Kayser & Long, Inc. and Alfred T. Smith. It is understood between the parties that this lease covers the basement, ground floor and second story. The term of this lease shall begin on the first day of February, 1936 and shall end on January 31, 1941, at midnight, unless sooner terminated by default as hereinafter provided.

2. The tenant agrees to pay to the Landlord for the use and occupancy of the premises herein demised, at the above address or any other address designated in writing, the following rental, namely; From February 1, 1936 up to and including January 31, 1938, the flat rental of:

Fifty-four hundred & no/100 Dollars  
payable two hundred & twenty five dollars monthly in advance, on or before the tenth day of each and every calendar month. During the last three years of this lease, namely: beginning February 1, 1938, and ending January 31, 1941, the Tenant agrees to pay a guaranteed rental of:-

Nine thousand & no/100 Dollars,  
payable in equal monthly instalments, of Two hundred Fifty (\$250.00) Dollars each, on or before the tenth day of each and every calendar month, in advance. The Tenant further agrees to pay to the Landlord for the use and occupancy of the premises herein demised, at the address above given or any other address designated in writing, a rental of a sum equal to six (6%) per cent of the gross business, in excess of Fifty Thousand (\$50,000.00) Dollars, done by the Tenant and of sub-tenants and departments in the demised premises during the preceding fiscal year. (By "the gross business done" is meant gross sales less any return and refunds.) Any such bonus rental that shall be due and payable, shall be paid within ten days following the end of the fiscal year.

3. At the end of each six months of occupancy of said premises, Tenant shall furnish to the Landlord a statement, sworn to by the owner, showing the total amount of gross business done during the said period by the Tenant and all sub-tenants and departments. If, for any reason, the Landlord deems it necessary, it is privilege to have made, at its own expense, an audit of all records and books pertaining to the Tenant's retail sales, returns, and refunds, and the Tenant agrees that it shall permit the owner to have access to such store records as are necessary, without obstruction or hindrance.

4. The Tenant further agrees that they will operate a Haberdashery, Men and boys clothing store and/or kindred lines, and that they will not use the demised premises for any unlawful or objectionable business, or any other business that may constitute a nuisance or injure the value of the property. The Tenant further agreeing that it will not, without the prior written consent of the Landlord, sell, assign, mortgage, pledge or otherwise dispose of this lease or sublet the premises as a whole, or use or occupy the same for any purpose other than aforementioned, provided however, such consent shall not be unreasonably or arbitrarily withheld.

5. It is understood and agreed that in the event the said building herein demised, shall be damaged by fire or other casualty to an extent not exceeding thirty-three and one-third (33 1/3%) per cent of the value of the building, the said building shall be repaired or restored as speedily as possible at the expense of said owner, and a just and appropriate part of the rent apated until put in proper repair, and that furthermore in the event the said building shall be destroyed or damaged to an extent where it is untenable and unfit for occupancy, then this lease between Landlord and Tenant may be terminated by either party. In the event of such a termination any unearned rent paid in advance by the Tenant shall be refunded.

6. It is further understood and agreed that the Tenant may attach it's usual signs on or about the demised premises, provided such signs and other attachments shall comply with all requirements of Law or local ordinances. The Tenant agrees to protect and save harmless the Landlord against any liability for damage to persons or property caused by or growing out of the installation and operation of said signs.

7. The Tenant is to hold and save harmless the Landlord against any and all claims, suits or judgments for damage or injury to persons or property caused by or arising out of any cause or condition in connection with the leased premises during the term of the lease, except such damage or injury as may be caused by failure of the owner of the building after being informed in writing of the need to make such repairs imposed on him.