

MONTGOMERY WARD & CO.

LAW DEPARTMENT

CHICAGO

TENANT'S COPY

THE UNDERSIGNED WOODSIDE COTTON MILLS CO., A SOUTH CAROLINA CORPORATION, hereinafter called the "LANDLORD", Has leased and demised and hereby does lease and demise to MONTGOMERY WARD & CO., INCORPORATED, a corporation, hereinafter called the "TENANT," the following described premises in the City of Greenville, County of Greenville, and State of South Carolina, to-wit: that certain first floor store room containing approximately 889 square feet of space and basement containing approximately 1055 square feet of space, situated in the Easterly portion of the building at 101 West North Street, in the City of Greenville, County of Greenville, State of South Carolina, situate on land being known and designated as the Eastern 20 feet of lots Nos. 13, 14, and 15, in Block No. 4, on Sheet No. 2 of the Block Book of the City of Greenville, South Carolina and more particularly described as beginning at the Southwest corner of West North Street and North Laurens Street and running thence in a Westerly direction with West North Street, approximately 20 feet to a point, thence in a Southerly direction along the center of a brick wall 59.25 feet to a point; thence in an Easterly direction, along the center of another brick wall approximately 20 feet to a point on North Laurens Street; thence in a Northerly direction with North Laurens Street 59.25 feet to the point of beginning.

together with all appurtenances thereunto belonging and including all rights of ingress and egress thereto which the Tenant may reasonable require for its purposes. TO HAVE AND TO HOLD the same for and during the term commencing on the First (1st.) day of July, 1939, and terminating on the Thirtieth (30th) day of June, 1941.

1. The Tenant shall pay rent to the Landlord for the demised premises at the rate of Sixty-Five Dollars (\$65.00) per month, payable in advance on or before the tenth day of each month. Payments may be made by check payable to Alester G. Furman Co., and mailed to Box 120, Greenville, S. C.

2. Anything contained herein to the contrary notwithstanding, the Tenant's obligation to pay rent hereunder shall not commence to accrue until actual and exclusive possession of the demised premises has been delivered to and accepted by the Tenant. Rent shall abate pro rata, per diem, during any time when the premises for any reason shall be untenable for the purposes of the Tenant, in proportion to the amount of the premises so rendered untenable.

3. The Tenant may, at any time while it is rightfully in possession of the premises, by giving to the Landlord Ninety (90) or more days' written notice of its intention so to do, extend the term hereof to and including the Thirtieth (30th) day of June, 1942, upon the same terms and conditions as are herein set forth.

4. Anything herein contained to the contrary notwithstanding, the Tenant may, by giving Ninety (90) or more days' written notice to the Landlord, cancel this lease and terminate its tenancy as of June 30, 1940 or as of June 30 M. of any year of the term or extension thereof.

4A. It is further agreed and understood that as part of the consideration for making this lease, the Landlord shall do the following work in the demised premises: (a). Paint the interior and exterior of the building in accordance with specifications furnished by the tenant, paint to be supplied to the Landlord by the Tenant at cost. (b). Remove temporary partition now in the rear of the store room, (c). Erect a partition dividing the front and rear of the store room in accordance with specifications furnished by the tenant. Said work shall be done in a manner satisfactory with the tenant. If in a reasonable time after the execution hereto, the Landlord shall fail to do said work in a manner satisfactory to the Tenant the Tenant shall do it at its own expense and deduct the cost thereof from any rentals payable hereunder.

4B. The Landlord shall at all times indemnify, save and keep the Tenant free and harmless from all loss or claim for damages to person or property resulting from or arising out of any work on the demised premises which may be performed by the Landlord. For the purpose of protecting the Tenant against any such loss, claim or demands, the Landlord shall carry Workmen's Compensation, Public Liability and Property Damage insurance in sufficient amounts. This insurance shall be in effect at all times when any repairs, alterations or improvements are being made by the Landlord.

5. The Landlord covenants and agrees to maintain the Tenant's quiet possession and enjoyment of the entire demised premises during the term hereof and further covenants and agrees that the demised premises and all appurtenances thereto which the Tenant has the right to use, shall be kept and maintained by the Landlord in safe, clean and tenantable condition, good order and repair and in conformity with all valid laws, ordinances, rules and regulations of duly constituted authorities applicable thereto. The Landlord shall hold harmless the Tenant of and from any and all loss, damage, and claims for damage to person or property resulting from his failure to comply with this agreement.