

TITLE TO REAL ESTATE

THIS INDENTURE OF LEASE made this 3rd day of November, 1941, by and between Norris Brothers, Inc., a South Carolina Corporation of Greenville, S. C., party of the first part, hereinafter sometimes for convenience referred to as "Landlord" and S. H. Kress and Company, a New York corporation having its principal office at 114 Fifth Avenue, Borough of Manhattan, City, County and State of New York, party of the second part, hereinafter sometimes for convenience referred to as "Tenant".

WITNESSETH:

That the landlord hereby leases unto tenant and tenant hereby hires and takes from the landlord for the consideration and upon the terms and conditions herein set forth, those certain premises together with the buildings and improvements thereon, situated on the east side of East McBee Avenue, fronting approximately 28' on East McBee Avenue and running back for a depth of approximately 145' which premises are known as #28 E. McBee Avenue, in the City of Greenville, County of Greenville, South Carolina.

TO HAVE AND TO HOLD THE SAID DEMISED premises together with the buildings and improvements thereon and the appurtenances thereunto belonging, for a term commencing November 15, 1941 and ending on the last day of May, 1944.

Tenant agrees to pay as rent for said premises the sum of Seventy-five dollars (\$75.00) per month, which said rent shall be due and payable in advance on the first day of each and every month during said term.

Landlord represents that the alley adjoining the demised premises is a public alley and that tenant shall have access thereby during the term of this lease to said demised premises for the purpose of receiving and delivering freight and for all other lawful purposes.

Landlord represents that the roof, floors, plumbing and wiring in said demised premises are in good and sufficient repair and landlord further agrees to maintain the floors, wiring, plumbing, roof and exterior of said premises including the drains, downspouts and gutters in good and sufficient repair during the term hereof.

Landlord represents that the carrying capacity of the floors in the building on the demised premises is not less than 125 lbs. per square foot liveload.

Landlord represents that the elevator, if any, in the demised premises is or will be put in good order and repair by landlord prior to the commencement of this term.

Tenant agrees to pay gas, water and electric charges for gas, water and electricity consumed by tenant on the demised premises.

In the event of partial destruction of the demised premises by fire or otherwise to such an extent that same can be repaired and restored within sixty (60) days, landlord shall repair and restore said premises to as good condition as said premises were in immediately prior to said destruction and rent shall abate during said repairing and restoration in proportion to the space rendered unusable. In the event of substantial or total destruction of the demised premises, either party shall have the right to terminate this lease upon 20 days written notice to that effect sent to the other party in the manner herein provided and in the event this lease is so terminated, rent shall be paid up to the date of such destruction and any rent paid in advance shall be refunded by landlord to tenant. Substantial destruction is hereby defined to include any destruction in excess of partial destruction hereinabove defined.

Landlord agrees to replace any plate glass that may be broken at any time and from time to time during the leased term.

Anything to the contrary in this lease contained notwithstanding, all trade fixtures including counters, show cases, tables, fans, shelving, counters, partitions, mirrors, lighting fixtures, equipment, undercounter radiators, etc. which may be installed by tenant regardless of whether or not same are temporarily attached to the building, shall remain the property of the tenant and may be removed in whole or in part at any time during the term of this lease and/or at the expiration thereof.

Tenant shall have the right to make such changes or alterations, non-structural, that may be necessary or advisable to adapt the demised premises to tenant's use and purposes provided that any such work shall be done by tenant at its own sole cost and expense and shall not be of a structural nature nor of such a nature as to endanger the structure and provided further that tenant shall hold landlord harmless from any loss or damage arising out of said work by tenant.

Tenant will not knowingly use or suffer or permit any person to use the demised premises at any time during the term hereof for any use or purpose in violation of any law or ordinance then in force in said City or for any purpose which may be reasonably regarded as partaking of the nature of a public or private nuisance and will use due diligence in keeping the demised premises in a clean and wholesome condition.

All notices given by landlord to tenant under this lease or which landlord may desire to give to tenant relative to this lease shall be in writing signed by landlord or landlord's duly authorized agent and shall be sent by United States Registered Mail to S. H. Kress and