

accepted the building in its present condition, and as a part of the consideration hereof agrees to pay all repairs and keep the building in good repair, and agrees to pay all changes or alterations that may be made in the building during the life of this lease, it being the intention of the parties that the lessee shall be put to no expense whatsoever during the life of this lease. And it is further agreed that the lessee may, at its discretion and at its own expense, complete and finish the third floor of said building with a ceiling of not less than twelve feet in height. And the said lessee as a part of this agreement is to dig a basement and finish same for a saleroom, remaining a sufficient distance from the walls or underpinning them, so as not to impair the stability of the building, the lessee reserving, if desired, sufficient space unfinished for a boiler room and a coal room; and the said lessee is also to install a modern passenger elevator and to install a complete sprinkler system covering the entire building, the said sprinkler system to conform to the specifications of the Southeastern Firewriters Association. All this to be done at the expense of the lessee.

5. Should the building on said premises be destroyed before this lease becomes effective, the lessee due to joint rebuilding same in as good condition as at present, and be under obligation for one-half of the cost of such rebuilding and if the building is not ready for occupancy thereafter until after January 1, 1929, this lease to begin when said new building is ready for occupancy.

6. This as part of the consideration of this lease that the lessee covenants to hold said lessee harmless from any injury to any person or persons, whether in their employ or otherwise, in and about said premises arising from the condition of the premises, or arising from any work of any character in and about said premises, during the life of this lease.

7. That in addition to the amounts above stated, which shall be received by the lessee as rental for the said property, the said lessee agrees to pay during the entire term of this lease all charges for water, lights, and

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and all other charges or expenses of any sort growing out of the maintenance, use or occupancy of said building, so that the party of the first part, the lessee, shall not be called upon or required to pay out of the net rental as above stated, any sum of money whatsoever for the maintenance of said property, or the operation of same during the term of this lease, and also lessee agrees that during the entire term of this lease it will keep said building, including waterworks and heating plant, and all premises in good repair and at the end of said lease shall turn over to the lessor, their heirs and assigns, said building including waterworks and heating plant, in as good condition as it is on the first day of this lease, natural wear and tear alone excepted.

8. It is further understood and agreed that in the event any of rental or taxes, assessments or other charges or obligations arising under this lease shall not be paid promptly when due, or in the event that any of the terms, conditions and stipulations of this lease are not performed by the lessee, and if any such payment remains past due and unpaid for sixty (60) days after written notice, by registered mail, addressed to the lessee at Samburg, South Carolina, then lessor shall have the right to cancel and annul this lease and to re-enter and take possession of said property at their option, or that of their heirs and assigns, provided, however, that this remedy shall not apply when there is a bona fide dispute as to such rent and taxes; but in any such event this agreement shall be merely cumulative and shall not prevent lessee from taking such other action for the collection of said rental or charges or any damages for the breach of the contract as lessee may be legally entitled to take. It is understood and agreed that the lessee shall have the right to make such changes, at its own expense, as it may desire in the said building provided that no such changes or alterations shall in any wise impair the strength or stability of said building.

9. This is further agreed that the lessee shall deliver the said premises to the lessor not later than January 1st, 1929, in as good condition as the same now are,

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