

fully perform the terms, covenants and conditions of this lease and landlord shall and will forever warrant and defend tenant against all and every person or persons lawfully claiming or to claim the said premises or any part thereof or any interest thereof.

(This paragraph marked out) W. C.C.

All notices to be given by landlord to tenant hereunder or which landlord shall desire to give to tenant hereunder shall be in writing signed by the landlord or its authorized agent or attorney and shall be sent by United States Registered mail to S. H. Kress and Company at 114 Fifth Ave., New York City, New York, and all notices from tenant to landlord or all notices which tenant may desire to give landlord shall be in writing signed by the tenant or its authorized agent or attorney and shall be sent by United States Registered Mail to Gilfillin & Houston, Agents addressed to Greenville, S. C. The place of giving all notices may at any time and from time to time be changed by either of the parties hereto by written notice to the other, sent as aforesaid. Whenever time is figured from a notice, such time shall run from the receipt thereof.

Landlord hereby grants tenant the option of renewing and/or extending the term of this lease for an additional period of one year after the expiration thereof at the same rental and in the event that tenant exercises such option the tenant shall have a further option of again renewing and/or extending this lease for a further additional period of one year at a rental to be agreed upon but not to exceed rental of Seventy-two hundred (\$7200.) for such one year renewal period. Notice in writing of tenant's election to renew and/or extend this lease shall in each instance be given by tenant to landlord at least three (3) months prior to the termination of the original term of this lease or any existing renewal thereof. The mailing of such notice shall fully effect such renewal and/or extension. Such renewals and/or extensions shall be on the same terms, covenants and conditions and at the same rental herein set forth. W.C.C.

Landlord hereby grants tenant the right to assign this lease, without the consent of landlord, to any subsidiary or affiliated corporation or to any corporation taking over two-thirds of tenant's stores in the State of South Carolina provided that tenant herein shall continue to be responsible for the payment of the rent hereunder.

Tenant shall have no right to sub-let said premises or any part thereof without the written consent of the landlord but in the event that tenant desires to sublet same or any part thereof to any lawful business of a merchandising type and landlord does not consent thereto within thirty (30) days after tenant's request for such consent, then tenant shall have the option of cancelling and terminating this lease upon sixty (60) days written notice to landlord and thereupon all obligations of the parties hereto shall cease. W.C.C.

In the event that landlord shall at any time during the term of this lease or any extension or renewal thereof fail, refuse or neglect promptly to fully satisfy any and all of its obligations under this lease, the tenant may at its option, but shall be under no obligation so to do, pay or satisfy the same, and the amount of such payment by tenant together with interest shall be due and payable by landlord to tenant together with interest shall be due and payable by landlord to tenant on demand and tenant may deduct same from any rent thereafter payable to landlord under the terms of this lease until same is fully repaid to tenant by landlord or at tenant's option tenant may simultaneously or otherwise pursue any and all other remedies for the collection and recovery of the same with interest from the landlord.

Landlord covenants that said premises will be delivered to tenant free from any and all orders of any public or quasi-public authorities and free from and not subject to any violations or notices of violations of any laws, rules, ordinances, regulations or requirements of any Federal, County, Municipal or other governmental authorities and/or any department thereof and that landlord will during the term of this lease and any renewal or extension thereof promptly