

TITLE TO REAL ESTATE

lease and/or exercise any other remedy or remedies permitted by the terms of this lease or by the laws of the State of So. Carolina or any other state of the United States or the laws of the United States in which tenant may start proceedings to recover same provided, however, that the proceeds of all insurance policies applicable to such loss shall be applied to such construction or reconstruction and landlord shall be liable for the cost of such repairs, restorations or rebuilding.

In the event that the premises hereby leased to tenant are wholly or partially destroyed by fire, tornado, flood, storm, hurricane, explosion or any other casualty to such an extent that tenant is required to temporarily discontinue business pending rebuilding or repairing, the rent payable to landlord by tenant shall be abated for the period during which tenant is required to discontinue business. If said premises are only partially destroyed and/or damaged so as to require tenant to discontinue business in a portion of said premises, the rent shall be proportionately abated during the period tenant is required to discontinue business in that portion. No damage or destruction from any cause to said premises shall operate in any way to cancel or terminate this lease or release either party from the obligations created or imposed by this instrument, the laws of the State of So. Carolina to the contrary notwithstanding.

If the tenant shall be in default in the payment of rent or in the keeping of any covenants herein contained to be kept and performed by tenant, landlord shall give written notice thereof by United States Registered Mail as hereinafter specified to said S. H. KRESS AND COMPANY, at its New York office and to any assignee, mortgagee or trustee in any assignment, mortgage or deed of trust which may be given by tenant upon this lease (provided such assignment, mortgage or deed of trust shall have been duly recorded in the proper public office and written notice of such assignment, mortgage or deed of trust shall have been previously given to landlord) and if said rent is not paid or if such default is not remedied within sixty (60) days after receipt by tenant and such assignee, mortgagee and trustee of such notice, landlord shall have the right at its election to declare this lease at an end and to re-enter said demised premises and to eject all parties in possession thereof provided, however, that anything herein to the contrary notwithstanding landlord shall have no right to terminate this lease or to enter upon the demised premises or to take possession thereof or to begin, institute, enforce and/or exercise any legal or other proceedings and/or remedies in connection therewith on account of any default or alleged default by tenant unless and until landlord shall have first sent written notice by U.S. Registered Mail to tenant and to any assignee, mortgagee and trustee in any assignment, mortgage or deed of trust which may have been given by tenant upon this lease (provided such assignment, mortgage or deed of trust shall have been duly recorded in the proper public office and written notice of such assignment, mortgage or deed of trust shall have been previously given to landlord) advising and notifying tenant and such assignee, mortgagee and trustee that unless the default or claimed default in question shall have been made good within sixty (60) days after receipt of said notice, landlord will then exercise whatever remedies landlord may decide to exercise for the protection of landlord's interest. Anything herein to the contrary notwithstanding if tenant or such assignee, mortgagee or trustee shall during said sixty (60) day period after default and notice thereof cure or make good the default specified in such notice then this lease shall continue in full force and effect the same as though no default had been occurred.

Anything to the contrary in this lease contained notwithstanding, all trade fixtures including counters, show cases, tables, shelving, partitions, mirrors, lighting fixtures, equipment, fans, motors, mechanical equipment, etc. which may be installed by tenant regardless of whether or not the same are temporarily attached to the building, shall remain the property of the tenant and may be removed in whole or in part by tenant at any time and from time to time during the term of this lease and any extensions or renewals thereof and at the expiration of this lease and any extensions or renewals thereof, provided, however, that the tenant shall only have the right to remove such fixtures at the expiration of the term of this lease if it is not then in default under any of the terms of this lease.

Landlords covenant that landlords are well seized of the property and premises hereby demised in fee simple, that the said premises are free from all mortgages, decrees, judgments, condemnation and other proceedings, taxes and assessments (including all special taxes and assessments for sidewalks, paving, grading, sewers, plumbing, water charges or rents and for all other things whether due or to become due), penalties, violations of law or municipal ordinances, rules, orders and requirements affecting said premises, leases, rights of present tenants in possession, agreements, easements, party walls and all other liens, encumbrances and encroachments, defects or clouds on title of any and every nature except current taxes for the current year. Landlords further covenant that landlords have good right and lawful authority to lease said premises and property and to execute this instrument and that tenant, its successors and assigns shall peaceably and quietly enjoy and possess said premises so long as it or they shall fully and faithfully perform the terms, covenants and conditions of this lease and landlords shall and will forever warrant and defend tenant against all and every person or