

TITLE TO REAL ESTATE

persons lawfully claiming or to claim the said premises or any part therein.

Landlord agrees at landlord's expense to provide and deliver to tenant an accurate survey together with such survey information and data as may be requested in writing by tenant to enable tenant to prepare the aforementioned plans and specifications.

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 Avenue, 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 R. J. Willimon and K. S. Conrad addressed to 229 Rhett Street, 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 ten (10) years after the expiration thereof should tenant so desire in addition to the original terms hereby granted.

Notice in writing of tenant's election to renew and/or extend this lease shall be given by tenant to landlord at least three (3) months prior to the termination of the original term of this lease. The mailing of said notice shall fully effect such renewal and/or extension.

Such extensions and/or renewals shall carry forward all the terms, covenants and conditions of this lease except the following:

1. Any right of further renewal or extension other than the rights herein specifically provided.

2. The covenant requiring the construction of a new building by landlord prior to the beginning of the original term of this lease.

The rent during said extension period shall be the same rental payable by tenant during the original term hereof namely five per cent (5%) on the gross sales done by tenant in, on or from said leased premises less said minimum guaranteed rental of Seventy Five Hundred (\$7,500.00) Dollars per annum.

In all other respects said renewal and/or extension shall be upon the same terms, covenants, conditions and provisions herein set forth.

Landlord hereby grants tenant the right to assign this lease without the consent of landlord to any subsidiary or affiliated corporation or to any other corporation taking over not less than 3/5 of tenant's stores in the State of South Carolina, provided, however, that tenant shall continue to be responsible to landlord for the minimum fixed rental herein provided for the same as if such assignment had not been made.

Landlord also hereby grants tenant the right to mortgage and/or assign/its interest in this lease as security for any indebtedness of tenant, without the consent of the landlord,

In the event that landlord should 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 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 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 comply with all laws, ordinances, and regulations of the Federal, City, County and State authorities and of the Board of Fire Underwriters affecting said demised premises.

Neither landlord nor tenant will at any time during the life of this lease consent in writing or otherwise to the use or occupancy by any corporation or other person of any streets or alley upon which the demised premises abut without the other party hereto joining in such consent.

Landlord agrees to hold and keep tenant harmless and indemnified at all times during the term of this lease from and against any and all liability, loss, cost, damage, or expense caused by any act of omission or commission by the landlord which has been herein provided for or against or arising out of or directly or indirectly due to any failure of the landlord in any respect promptly and fully to satisfy its obligations under this lease.

Tenant agrees to keep landlord harmless at all times during the term of this lease from and against (1) any and all mechanics' and other liens and charges of any and every nature