

- (a) Make or permit any noise or odor objectionable to the public or other occupants of the shopping center, nor create any nuisance or do any act to injure the reputation of said center, nor place on or about the outside of said premises any antenna, loud speaker, amplifier or other sound device where the same may be seen or heard outside the premises. ~~to the~~
- (b) Make any alterations, additions or ~~decorations of any kind or~~ do any painting ~~either inside or~~ outside the premises.
- (c) Use any plumbing fixtures for any purpose other than that for which they were constructed, and any expense for damages resulting from the violation thereof shall be borne by Lessee. Lessee shall not mark, paint, drill or deface any portion of said premises. ~~and thereby~~
- (d) Bring upon ~~said~~ premises any machinery or equipment not reasonably necessary for the proper conduct of Lessee's stated use of the premises ~~nor~~ overload any floors. Lessor may direct the routing and location of safes or other heavy equipment.
- (e) Use or permit to be used any area other than designated service parking areas for truck delivery or pickup of merchandise or supplies to or from the premises.

The giving or withholding of consent or approval by Lessor shall in every case be subject to Lessor's absolute, sole, uncontrolled discretion.

8. Lessee shall during the entire term, at Lessee's own cost and expense, keep in force and effect by advance payment of premiums a policy or policies of Plate Glass Insurance covering or insuring all plate glass in or on the premises against the hazards of breakage as comprehended by such standard policies. Lessee shall be responsible for the replacement of any broken plate glass on the premises and if Lessee fails to obtain such insurance and keep same in force, Lessor may obtain such insurance and Lessee shall promptly pay the premium therefor.

9. Lessee shall during the term at Lessee's expense maintain the interior of the premises, including all heating, plumbing and electrical fixtures. If Lessee does not maintain the premises and make repairs promptly and adequately, Lessor may, but need not, do so, and Lessee shall pay promptly the reasonable cost thereof. ~~At any time, Lessor may at Lessor's expense make repairs, alterations or improvements in or to the building or any part thereof including the premises, and, during operations may do all things necessary in connection therewith, all without any liability to Lessee by reason of interference, inconvenience, annoyance or loss of business.~~

10. Lessee shall keep all adjacent or contiguous sidewalks and all entrances, interior and exterior window glasses, passages, corridors, approaches and exits used in connection with the premises cleared from all snow, ice, trash and obstructions of any kind and keep same in a clean and sightly condition.

11. Exterior signs of Lessee shall be subject to the absolute control of Lessor in the exercise of Lessor's sole, uncontrolled discretion both as to whether any such sign shall be permitted to Lessee, and if permitted, then as to its location, color, size, design and material. Prior to the termination of this lease, Lessee at Lessee's expense shall remove all exterior signs, including all brackets, bars, supports, braces and wiring, and shall repair the exterior of the premises or building, all to the satisfaction of the Lessor. Lessee shall not erect, install or maintain any exterior sign of whatever nature, or any window or door sign, lettering, placard or other advertising matter of any kind if any part of such sign, lettering, placard or other advertising matter is painted upon or posted or otherwise affixed to the exterior or interior of any window or door or the glass thereof, without in each case Lessor's advance written consent which in each case may be withheld in Lessor's absolute, sole, uncontrolled discretion.

12. Lessor reserves the right at any time to change or add to or subtract from the improvements constituting a part of Pleasantburg Shopping Center.

13. Lessee shall not assign, transfer or set over this lease or any interest thereunder, or sublet the premises or any part thereof, or permit the use or occupancy of the premises by anyone other than Lessee. Any such transfer or subletting made in violation of this section shall be void as against the rights of Lessor.

14. Lessor reserves the right to enter the premises at reasonable hours to make inspections/repairs/~~alterations in or~~ to the premises ~~or building~~, to exhibit the premises to prospective tenants or others, and during the last ninety days of the term and without hindrance by Lessee, to display "FOR RENT" or similar signs on windows or elsewhere, ~~to perform any acts relating to the safety, preservation, relating or sale of the property and to enter and redecorate, remodel or repair the premises for re-occupancy.~~ ~~not to exceed two in number and 18" x 36" in size.~~

15. If the premises or the building are made wholly untenable by fire or other casualty, Lessor may elect (a) to terminate the term of this lease as of the date of the fire or other casualty by notice to Lessee within thirty (30) days after that date, or (b) to repair, restore or rehabilitate the building or the premises at Lessor's expense within ninety (90) days after Lessor is enabled to take possession of the damaged premises and to undertake the repairs, restoration or rehabilitation, in which latter event the term of this lease shall not terminate, but the fixed rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects so to repair, restore or rehabilitate the building or premises, and does not substantially complete the work within the ninety (90) day period, either party can terminate this lease as of the date of the fire or other casualty by notice to the other party not later than one hundred (100) days after Lessor is enabled to take possession of the damaged premises and to undertake the repairs, restoration or rehabilitation. In event of termination of the term of this lease pursuant to this section, fixed rent shall be apportioned on a per diem basis and be paid to the date of the fire or other casualty, and any percentage rental shall be paid to the termination of this lease pursuant to addendum to this lease.

16. Whenever notice is to be given pursuant to this lease, it shall be sent by registered mail (a) addressed to the Lessee at the address of the leased premises, if said notice is to Lessee, and (b) addressed to the Lessor at Greenville, S. C., if said notice is to the Lessor.

17. Lessor and Lessor's agents and servants shall not be liable, and Lessee waives all claims, for damage to person or property sustained by Lessee or any occupant of the building or premises resulting from the building or premises or any part of either or any equipment or appurtenances being or becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the building or of any other person, ~~including Lessor's agents and servants.~~ All property belonging to Lessee or any occupant of the premises that is in the building or the premises shall be there at the risk of the Lessee or such occupant only, and Lessor shall not be liable for damage thereto or any loss or destruction thereof.

18. Should any installment of rent be past due and unpaid by Lessee, or should Lessee fail to perform any of the other terms and conditions of this lease to be performed by Lessee, or should Lessee breach any of the conditions of this lease, or in the event that Lessee's business is discontinued for a period of thirty (30) days for any reason other than fire or other casualty, or the premises vacated or abandoned for a period of thirty (30) days during the term of this lease, or the Lessee is adjudged to be in bankruptcy, voluntarily or involuntarily, or the Lessee is placed in the hands of a receiver or makes a general assignment of Lessee's property for the benefit of creditors, or files a petition pursuant to any State or Federal law for the extension of Lessee's debts, or if Lessee's property should be seized under attachment, execution or other process, and such attachment, execution or process be not vacated, or such property released within thirty (30) days, then in any one of such events Lessor may, with written notice, but with or without entry or other action, forthwith terminate the term of this lease. Upon such termination, Lessor shall forthwith be entitled to recover damages in an amount equal to the then present value of the rent reserved under paragraph 1(a) of this lease for the residue of the stated term hereof, less the fair rental value of the premises for the residue of the stated term. Upon any termination of the term of this lease, either by lapse of time or otherwise, Lessee shall surrender possession and vacate the premises forthwith and deliver possession thereof to Lessor, whereupon Lessor shall have the full and free right and license to enter into and upon the premises without process of law and remove or expel Lessee and any and all Lessee's property therefrom and occupy the same or lease or re-lease the same to any others. None of these remedies, which are cumulative, shall be a bar or a curtailment to any legal or equitable rights or remedies of the Lessor hereunder for the enforcement or collection of rent due hereunder or for recovery of damages for breach of any of the covenants or the provisions of this lease, or for any other cause.

19. All installations, additions, hardware, non-trade fixtures and improvements, ~~temporary or permanent,~~ ^{ly} which may be made or installed by either party hereto in or upon the premises and which are in any manner attached to the floors, walls, ceilings, doors or windows, shall be Lessor's property and shall, upon termination of this lease, remain upon and be surrendered with the premises as a part thereof, all without compensation, allowance or credit to Lessee, unless otherwise agreed upon in writing by the parties hereto. Lessee shall, upon termination of the terms of this lease or of Lessee's right to possession, return to Lessor the premises and all equipment and fixtures comprising a part thereof in as good condition as when Lessee took possession, excepting only ordinary wear and tear and damage by fire or other casualty for which Lessee is not legally responsible.

20. Subject to the provisions of paragraph 13 of this lease, each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

21. See this provision on back of the lease, which is a part hereof and has been initialed by the parties hereto.

22 A. No discretion allowed to the Lessor under the provisions of this lease shall be malicious or capricious.

B. The Lessor does hereby further grant to the Lessee the right of ingress and egress to the basement below Unit No. 2 for the purposes of fueling, maintaining and operating the heating facilities provided for Unit No. 2.