

Tenant for a term commencing the first day of June, A. D., 1954, or on any earlier date that possession is accepted, and expiring twenty-five (25) years from the first day of the first month following the date on which J. C. Penney Company opens its store for business in the enlarged building on the property comprising the premises hereby demised and the premises shown and designated on Exhibit "A" attached hereto as "Hunt and Symmes, et al" (except certain rectangular ground floor area located at the Northwest corner of said premises designated "Hunt and Symmes, et al" having a width of approximately 33 feet fronting on North Main Street and extending by said width approximately 100 feet along the North side of said premises designated "Hunt and Symmes, et al"), "Cauble and Gibson, et al," "McPherson" and "Davenport", the exact term of this lease to be established by a separate agreement to be executed by the parties hereto after the date of the opening of the enlarged store is known.

DELIVERY OF PREMISES. The Landlord covenants that actual possession of the demised premises shall be delivered to the Tenant on the date specified for the commencement of the term hereof, free and clear of all tenancies, and with the improvements now thereon in as good condition as at present.

It is understood between Landlord and Tenant that Tenant will demolish the existing building and improvements on the premises hereby demised and will erect a new building on the property comprising the premises hereby demised and the premises shown and designated on Exhibit "A" as "McPherson" and "Davenport" and will join said new building to the premises shown and designated on Exhibit "A" as "Hunt and Symmes, et al" and "Cauble and Gibson, et al."

FAILURE TO DELIVER PREMISES. The failure of the Landlord to deliver actual possession of said premises at the time and in the condition provided in the paragraph captioned "Delivery of Premises" shall give Tenant, in addition to such other rights as Tenant may have under the common or statutory law of the State of South Carolina, the right either (1) to rescind the lease by giving notice to Landlord or (2) to waive such default by Landlord