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transfer to Tenants all their interest in and to all present outstanding leases and tenancies effective as of the effective date of this agreement.

The Landlords and Tenants further stipulate, covenant and agree as follows:

1. That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease;
2. That the Tenants may assign this lease or sublet the whole or any part of the demised premises, but if Tenants do so, they shall remain liable and responsible under this lease;
3. That if Tenants continue to occupy the premises after the last day of any renewal or extension of the term hereof, or after the last day of the term hereof if this lease is not renewed or extended, and Landlords elect to accept rent thereafter, a monthly tenancy terminable by either party on not less than one (1) month's notice shall be created, which shall be upon the same terms and conditions, including rental, as those herein specified;
4. That if Tenants are not in arrears in the payment of rent or in the performance of any of the other covenants and conditions contained in this lease, Tenants may, on the termination of this lease or at any time during the continuance thereof, remove from said premises all shelving and trade fixtures which may have been installed in said premises by Tenants or otherwise acquired by Tenants. Tenants agree to repair any damage that may be done to the demised premises resulting from the removal of said shelving and trade fixtures, and Tenants agree to restore the premises to their previous condition.
5. That the Tenants shall, at their own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State and City governments and any and all their departments and bureaus, and those of any other competent authority applicable to said premises, ~~as well as to all repairs and alterations which may be made thereon,~~ ^{and also,} and also, at their cost and expense, shall promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters or of any similarly constituted body, and will use no part of said premises in a manner so as to create a nuisance, and will use no part of said premises for any unlawful purpose. Upon failure to so comply with any of the foregoing requirements, the Landlords may, at their option, after thirty (30) days' notice in writing to Tenants of Landlords' intention so to do, comply with the same for and

RAINEY, FANT,
BRAWLEY & HORTON
ATTORNEYS AT LAW
GREENVILLE, S. C.

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