

*Subletting and Assignments.* 25. Lessee may not, without the prior written consent of Lessor, sublet, lease, or assign the lease or any interest thereunder, or sublet premises or any part thereof, or permit the use of premises for any purpose other than that intended by Lessor.

*Removal of Fixtures.* 26. Lessee may (if not in default hereunder), prior to the expiration of this lease or any extension thereof, remove all fixtures and equipment which have been placed in premises, provided Lessee repairs all damage to premises caused by such removal.

*Installation by Lessee.* All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

*Removal and Insurance by Lessee.* All alterations, decorations, additions or improvements made by the Lessee, or made by the Lessor on the Lessee's behalf by agreement under the lease, shall remain the property of the Lessee for the term of the lease or any extension or renewal thereof. The Lessee shall at all times maintain fire insurance with extended coverage in the name of the Lessor and the Lessee, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Lessee shall deliver to the Lessor certificates of such fire insurance policies which shall contain a clause requiring the insurer to give Lessor ten (10) days notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Lessor. Upon expiration of this lease or any renewal term thereof, the Lessee shall remove all such alterations, decorations, additions and improvements and restore the leased premises as provided in Section 26 hereof. If the Lessee fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this lease or any renewal thereof, and upon the Lessee's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Lessor.

If after default in payment of rent or violation of any other provisions of this lease, or upon the expiration of this lease, the Lessee moves out or is dispossessed and fails to remove any trade fixtures, signs, or other property prior to such said default, removal, expiration of lease, or prior to the issuance of final order or execution of warrant, then and in that event, the said fixtures, signs, and property shall be deemed abandoned by Lessee and shall become the property of the Lessor, or Lessor may notify Lessee to remove same at Lessee's own cost and expense, and upon the failure of Lessee to do so, Lessor may, in addition to any other remedies available to it, remove said property as the fully authorized agent of Lessee, and store the same in the name and at the expense of Lessee or those claiming through or under it under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said goods for non-payment of storage charges, without in any way being liable for trespass, conversion, or negligence by reason of the acts of Lessor or anyone claiming under it or by reason of the negligence of any person in caring for such property while in storage and Lessee will pay to Lessor upon demand any and all expenses and charges incurred upon such removal and storage, irrespective of the length of time of storage.

*Commission Agreement.* 27. Lessor agrees to pay to The Furman Co., Greenville, S. C., Agent, as compensation for its service rendered in procuring this Lease 7% of all rentals thereafter paid by Lessee under this Lease. Lessor agrees that if the Lease is extended, or if any new Lease is entered into between Lessor and Lessee covering leased premises, or any part thereof, then in either of said events, Lessor in consideration of Agent's having procured Lessee hereunder, agrees to pay to Agent 7% of all rentals paid to Lessor by Lessee under extension or new lease. Agent agrees in the event Lessor sells leased premises that upon Lessor furnishing Agent with an agreement signed by purchaser, assuming Lessor's obligations to Agent under this lease, Agent will release original Lessor from any further obligations to Agent hereunder. Lessee agrees that if this lease is assigned by him he will secure from Assignee an agreement in writing by Assignee recognizing obligation to Agent, and agreeing to pay rental to Agent herein named during period covered by lease, any extensions thereof and any new lease between Lessor and Lessee. Agent is named as a party to this contract solely for the purpose of enforcing its rights under this paragraph and it is understood by all parties hereto that Agent is acting solely in the capacity as agent for Lessor to whom Lessee must look in regard to all covenants, agreements and warranties herein contained and that Agent shall not be liable to Lessee in regard to any matter which may arise by virtue of this lease.

*Bankruptcy.* 28. (a) If at any time prior to the commencement date of this lease there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, and within thirty (30) days thereof Lessee fails to secure a discharge thereof, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, this lease shall ipso facto be cancelled and terminated, in which event neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises, and Lessor in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or moneys received by Lessor from Lessee or others in behalf of Lessee.

(b) If at the commencement date of this lease or at any time during the term hereby demised there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, and within thirty (30) days thereof, Lessee fails to secure a discharge thereof, or if Lessee makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, this lease, at the option of Lessor, may be cancelled and terminated, in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises demised but if all forthwith quit and surrender the demised premises, and Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages and rent, security deposit, or moneys received by him from Lessee or others in behalf of Lessee.

(c) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) or (b) hereof, Lessor shall forthwith notwithstanding any other provisions of this lease to the contrary be entitled to recover from Lessee as and for liquidated damages and amount equal to the difference between the rent reserved hereunder for the unexpired portion of the demised term and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period in which such installment was payable shall be discounted to the date of termination at the rate of ten (10) percent per annum. If such premises or any part thereof be let by the Lessor for the unexpired term of said lease or any part thereof before expiration or prout of such letting shall be deemed prima facie to be the fair and reasonable rental value for the part of the value of the premises so let during the term of the letting. Nothing herein contained shall limit or prejudice the right of the Lessor to prove for and to obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and in respect of the proceedings which shall be pursued, which amount may not be greater than, equal to, or less than the amount of the difference referred to above.

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