

HEAT, AIR
CONDITIONING
AND
UTILITIES AS
TO RESERVED
SPACE ON
PARCEL 1

40. During the period following the opening of Tenant's store on the entire demised premises and prior to the addition thereto as provided in clause 39 of the space reserved to Landlord on Parcel 1, it is agreed that the following shall apply:

(a) Tenant shall furnish heat and air conditioning to said reserved space at the expense of the occupant thereof at the times and in the manner Tenant furnishes heat and air conditioning for the demised premises, it being understood that the occupant of said reserved space shall pay to Tenant when requested by Tenant the cost of furnishing such heat and air conditioning to said reserved space which shall be an equitable portion of the cost to Tenant of furnishing heat and air conditioning to the entire building on Parcels 1, 2, 3, 4 and 5 (including cost of fuel, electricity, water, attendants, repairs, maintenance or other expense in connection with the heating and air conditioning systems in said building). It is agreed, however, that Tenant shall not be responsible or liable for any interruption or discontinuance of heat or air conditioning to said space due to failure or breakdown of equipment or due to any cause whatsoever beyond Tenant's control.

(b) It is further understood and agreed that all gas, electricity and water used in or in connection with said reserved space shall be separately metered, and that the Landlord shall pay, or cause the occupant thereof to pay, all charges therefor. The Landlord further agrees to pay, or to cause the occupant of said space to pay, any sprinkler charge made by the City of Greenville with respect to said space.