

(7) The Landlord agrees to erect in said storeroom an extra toilet and washroom in addition to the one now located in the leased premises. In addition thereto, the Landlord further agrees to close or wall off the entrance to the present washroom from the storeroom of the Landlord adjoining said storeroom on the north so that there will not be any door or entrance to said washroom from the other storeroom of the Landlord adjacent to the storeroom hereby demised on the north.

(8) Except as herein provided, the Landlord shall not be called upon to make any repairs, improvements, or alterations during the term of this lease and the Tenant agrees to take the storeroom and premises just as they stand.

(9) Except as hereinafter stipulated, the Tenant agrees to make all repairs, improvements, and alterations during the term of this lease at its own cost and expense.

(10) It is further understood and agreed that should any instalment of the fixed rent or percentage rent be paid due and unpaid by the Tenant for a period of fifteen days after notice of such delinquency from the Landlord or in the event the business of the Tenant is discontinued or the premises vacated before the expiration of this lease, or the Tenant goes into bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of creditors or files a petition pursuant to any Federal or State law for the extension of its debts or for reorganization, or if its stock of goods, wares, and merchandise located on the leased premises should be seized under attachment, execution, or other process and such attachment, execution, or other process be not vacated or such property released within fifteen days, then and in any one of such events, the Landlord may

(a) Declare the full rental price for the entire term immediately due and payable and resort to any legal remedies, at law or in equity, for the enforcement or collection of the rent or to recover damages for the breach of said covenants; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thence forth hold the same free from any right of the Tenant, or its successors and assigns, to use said demised premises, but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which under the terms hereby may then be due and unpaid for the use of the demised premises.

(11) Should the storeroom on the demised premises be destroyed or so damaged by fire or other casualty as to render the same unfit for occupancy, the Landlord agrees to restore said storeroom in substantially the same condition as before the destruction, within a reasonable time, and the rental herein provided or a proportionate part thereof shall be abated until said premises shall have been restored by the Landlord.

(12) The Landlord covenants that the Tenant shall have quiet and peaceful possession of said property throughout the duration of this lease.

(13) The Tenant shall have the right to assign or sublease the within premises without the consent of the Landlord. However, any such assignment of subleasing shall not release the Tenant from liability on this lease.

(14) The Tenant covenants and agrees with the Landlord that it will not use nor permit said premises to be used for any unlawful purpose nor permit thereon anything which may be or become a nuisance, and that it will not do or permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or which may cause the Landlord to have to pay a fire insurance premium at a rate in excess of that which he is forced to pay by reason of the business conducted by the Tenant.

(15) The Tenant agrees to use the demised premises for the operation thereof of a store for the retail sale of men and women's clothing, wearing apparel, and other accessories.

IN WITNESS WHEREOF, The Landlord and Tenant have hereunto set their hands and seals and caused this instrument to be executed in duplicate the day and year first above written.

Witnesses as to Landlord:

Alfred F. Burgess
Azile C. Cope

C. Granville Wyche (SEAL)
Landlord

Witnesses as to Tenant:

Frances Silverman
Sidney J. Bloom.

DEJAY STORES, INC. (SEAL)
BY: D. Kaufman
President.

Tenant.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY APPEARED before me Alfred F. Burgess who, being duly sworn, says that he saw the within named C. Granville Wyche, Tenant, sign, seal, and as his act and deed deliver the within written lease, and that he with Azile C. Cope witnessed the execution thereof.

Sworn to before me this 29 day of May, 1941.
Azile C. Cope (SEAL)

Alfred F. Burgess.

Notary Public for S. C.

