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and to enter into said demised premises or any part thereof, and expel the said Tenant, or any person or persons occupying, in, or upon the said premises, and so to repossess and enjoy the said premises as in Landlord's former estate, it being agreed that the foregoing right to terminate shall not be exclusive but shall be in addition to all other rights and remedies which may be available under the laws of South Carolina in case the rent remains unpaid after such thirty (30) day period. Should the said term at any time be ended under the terms and conditions hereof, or in any other way, the Tenant hereby covenants, and agrees to surrender and deliver up the said premises and property peaceably to the said Landlord immediately upon the termination of said term.

TENANT'S
OPTION FOR
THIRD STORY
ON PARCELS
3, 4 AND 5

38. If Tenant's net retail sales made upon the demised premises for any lease year during the original term of this lease or any extension thereof equal or exceed the sum of Six Million Dollars (\$6,000,000), Tenant shall have the right at its option at any time thereafter during the term of this lease or any extension thereof (subject to the limitations hereinafter provided), to require Landlord, at Landlord's own cost and expense, to do the following: to construct a third story on the building to be erected on Parcels 3, 4 and 5 as hereinbefore provided having the same general characteristics as said building, and to make such other changes, alterations, improvements and repairs in and to the demised premises (as the same are constituted prior to the erection of said third story) as Tenant may require for the operation of its store in said third