

TITLE TO REAL ESTATE

cost and expense, install a new front, new floors, air conditioning system, and a new lighting system in the demised premises and in the adjoining Cauble property. The Tenant shall also have the right and privilege to alter, remodel, or improve the demised premises in such other manner as it deems advisable to make the premises and the adjoining Cauble property suitable for the business or purposes of the Tenant.

The Tenant further agrees that all work done by it in connection with the foregoing shall be carried on and completed in a good and workmanlike manner in conformity with all statutes, rules, and regulations of all governmental authorities having jurisdiction and that said work will be done promptly after possession has been secured by the Tenant under this lease unless the Tenant is prevented from doing so by war, strikes, or other causes beyond the control of the Tenant, and in such event, the Tenant agrees to perform said work as soon as it is expeditiously possible to do so.

The Tenant shall indemnify and hold harmless the Landlord and the demised premises of and from any and all claims, demands, and/or liabilities whatsoever, including but not limited to, mechanics' liens or other liens for work performed and/or material furnished in connection with such alterations, improvements, and construction of said building.

The Tenant agrees that no alterations, changes, additions, improvements, or remodeling costing in excess of One Thousand Dollars (\$1,000) shall be made by the Tenant during the last year of the term of this lease without the written consent of the Landlord first had and obtained.

The Tenant further agrees that the alterations, repairs, and/or rebuilding of the present building so as to be used in conjunction with the adjoining Cauble property shall be made in such manner that at the expiration of this lease, or any renewal thereof, the premises hereby leased may be used as a separate store from the building on the adjoining Cauble property, and the Tenant agrees, at its own cost and expense, to build a dividing exterior party wall on the ^{LINE} ~~line~~ of the property of the Landlord and the adjoining Cauble property so as to separate the entire building and basement on the leased premises from the building on the adjoining Cauble property, said dividing exterior party wall to extend to the height of the wall on the south side of the Davenport property herein demised and the wall on the north side of the adjoining Cauble property which Tenant herein proposes to lease. The Landlord shall give the Tenant notice of its requirement that said building be restored as a separate unit thirty days before the expiration of this lease, or any renewal or extension thereof, and the Tenant shall thereafter have sixty days from the date of the receipt of such notice within which to build said exterior dividing party wall and restore the leased premises to use as a separate building.

The Landlord warrants and represents that the present Tenant, S. H. Kress and Company, is, by agreement, obligated to build a dividing exterior party wall between the demised premises and the adjoining Cauble property and the Landlord hereby sells, assigns, and transfers to the Tenant herein the claim of the Landlord against said S. H. Kress and Company which requires the said S. H. Kress and Company to restore said dividing exterior wall.

PLACE OF PAYMENT

12. Tenant agrees to pay the rentals and other sums payable hereunder to Landlord, in the following manner:

1/5 of the fixed monthly rental and a similar portion of percentage rental, if any, when payable, as hereinbefore provided, to Dan D. Davenport, Greer, South Carolina;

1/5 of the fixed monthly rental and a similar portion of percentage rental, if any, when payable, as hereinbefore provided, to Luther M. Davenport, Miami, Florida;

2/5 of the fixed monthly rental and a similar portion of percentage rental, if any, when payable, as hereinbefore provided, to Malcolm C. Davenport, Greenville, South Carolina; and

1/5 of the fixed monthly rental and a similar portion of percentage rental, if any, when payable, as hereinbefore provided, to Martha D. McCleery, of New York City, New York; or at such other place as Landlord may hereafter designate in writing.

NOTICES

13. Notice where required to be given shall in the case of the notice to Tenant, be given by serving the same upon the leased premises and by mailing a duplicate of such notice to Tenant by registered mail at its office at No. 902 Broadway, Borough of Manhattan, City and State of New York, or to such other place as Tenant may hereafter indicate to Landlord, in writing. Notice to Landlord shall be given by registered mail addressed to Landlord in care of Malcolm C. Davenport, Greenville, South Carolina, or at such other place as designated by Landlord from time to time, in writing, by registered mail addressed to Tenant.

RIGHT OF PARTIES TO MAKE PAYMENTS FOR EACH OTHER