

USE OF PREMISES BY TENANT

Tenant covenants and agrees with the Landlord that it will not use or permit said premises to be used for any unlawful purpose, nor will it permit thereon anything which may be or become a nuisance. Tenant further agrees 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 other casualty.

EXECUTION OF LEASE AND MODIFICATION OF TERM

It is covenanted and agreed that this lease merges all understandings and agreements between the parties hereto with respect to the leased premises, and shall constitute the entire lease agreement. Said lease is executed for the purpose of the parties hereto in four counterparts which are in all respects similar and each of which is to be deemed complete in itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof. It is further understood and agreed that said lease agreement shall not be changed or modified except upon the written consent of the Landlord and Tenant, which written consent shall be executed in four counterparts and attached to and become part of this lease agreement.

RESTRICTION AGAINST RENTAL OF OTHER PROPERTY BY TENANT

Tenant covenants and agrees that it will not, directly or indirectly, own or operate in the City of Greenville, S. C., ^{within one mile of this location} any other store of the kind which is now conducted or which may hereafter be conducted by Tenant in its other places of business in other parts of the United States as long as Tenant or any of its subsidiaries are occupying the demised premises under this lease, or as long as Tenant is subletting the demised premises in accordance with the provisions contained under the above title, "Subletting."

RIGHTS OF LANDLORD TO ASSIGN LEASE

Any one or more of the Landlords may at any time and from time to time, sell, assign and transfer his, her or their interest in this lease and the demised premises to any person, firm or corporation, and the Tenant, upon receipt of written notice of such sale, assignment and transfer shall thereafter deal solely with said assignee as the owner of said interest in this lease of the demised premises therein described.