

carry with respect to the leased premises.

ALTERATIONS

11. The Tenant agrees that upon the commencement of this lease, it will, at its own 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 Davenport 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 Davenport property suitable for the business or purposes of the Tenant. ~~Before proceeding with the making of said alterations, remodeling, or improvements to the demised premises at the commencement of this lease, the Tenant shall deliver to Mark W. Gauble, one of the Landlords, three complete sets of plans and specifications for said alterations, remodeling, or improvement and shall obtain the written approval of the said Mark W. Gauble, one of the Landlords, thereto, which the said Mark W. Gauble agrees that he will not unreasonably withhold. If the said Mark W. Gauble shall unreasonably withhold his approval of said plans and specifications for a period of twenty days, or shall fail to disapprove said plans and specifications within said period of twenty days, then said plans and specifications shall be deemed to have been approved, in writing, by all of the Landlords. Before proceeding with any other alterations, remodeling, improvement, construction, or reconstruction of the building on the demised premises pursuant to the terms of this lease, Tenant shall deliver to the Landlord a complete set of plans and specifications of said alterations, remodeling, improvement, construction, or reconstruction of said building and shall obtain the written consent of the Landlord thereto, which the Landlord agrees that it will not unreasonably withhold.~~

M.W.C.
C.V.C.
M.P.

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 Davenport 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 Davenport property, and the Tenant agrees, at its own cost and expense, to build a dividing exterior party wall on the line of the property of the Landlord and the adjoining Davenport property so as to separate the entire building and basement on the leased premises from the building on the adjoining Davenport property, said dividing exterior party wall to extend to the height of the wall on the north side of the Cauble property herein demised and the wall on the south side of the adjoining Davenport 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 Davenport 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:

1/4 of the fixed monthly rental and a similar portion of the percentage rental, if any, when payable, as hereinbefore provided, to Frances C. Floyd, Greenville, South Carolina.

1/16 of the fixed monthly rental and a similar portion of the percentage rental,