

*LM*

proceedings, or by any other appropriate legal action or proceedings, to terminate this lease, 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, except that if any such default other than non-payment of rent, taxes, or insurance, or any other sums of money required herein to be paid, cannot be remedied by the Tenant with reasonable diligence within thirty (30) days, Tenant may have such additional time as may, under the circumstances, be reasonably necessary to remove said default. 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. In addition to the rights to terminate, and all other remedies set forth in this paragraph, the Landlord shall also have all other rights and remedies which may be available under the laws of the State of South Carolina, subject to the conditions applicable to Landlord's right to terminate, hereinbefore provided.

NEW BUILDING. The Tenant agrees, at Tenant's sole cost and expense, to furnish all materials, equipment, and labor, to raze the old building or buildings now standing on the premises and within a reasonable time after the commencement of this lease to proceed with diligence to erect a new building on said demised premises. Such new building shall in general be the same type of structural construction as the building presently occupied by J. C. Penney Company in Greenville, South Carolina, insofar as local Codes permit, and to consist of at least two stories and basement. It is expressly understood and agreed that such new building built upon the demised premises may be built or constructed in such a manner as to be joined to or used in connection or conjunction with any adjoining building or buildings not located on any portion of the demised premises, or so as to be a part of the same, or constitute, with such adjoining building or buildings, one entire building.

If, at any time during the term of this lease or any extension thereof, Tenant desires to erect a new building upon the demised premises,