

Rubbish Removal. 17. The Lessee shall keep the premises clean, both inside and outside, at its own expense, and will remove the ashes, garbage, excelsior, straw, and other refuse from said premises. The Lessee shall not burn any materials or rubbish of any description upon said premises. The Lessee also agrees to keep the parking area adjoining said store free from rubbish, dirt, ashes, garbage, excelsior, straw, and other refuse. Lessee agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event the Lessee fails to keep the demised premises and other portions heretofore described in the proper condition, the Lessor may cause the same to be done for the Lessee and the Lessee hereby agrees to pay the expenses thereof on demand, as additional rent.

Merchants Association. 18. The Lessee agrees to be a member of the Merchants Association formed by the merchants of the Shopping Center of which the demised premises form a part and agrees to contribute initially at least \$5 to promotion. Lessee further agrees to make future annual contributions to the Promotional Fund as voted on and approved by the Merchants Association from time to time. *Tenant agrees to join a Finlay Square Merchants Association when formed and to pay such assessments when due if same are reasonable in the determination of the tenant.

Common Areas. 19. (a) Lessee shall have a nonexclusive right of the use of the common areas of the demised premises and shall not use the same for the sale or display of any of its merchandise without first obtaining written permission from the Lessor.

(b) Lessor shall be responsible for the routine upkeep of the common areas of the premises.

Indemnification. 20. Lessee agrees to indemnify and save harmless the Lessor from any claim or loss by reason of an accident or damage to any person or property happening in the demised premises, and further agrees to carry, at its expense, public liability insurance coverage on the demised premises, with a contractual liability endorsement on the policy, in a company qualified to transact business in South Carolina, stipulating limits of liability of not less than \$100,000.00 for an accident affecting any one person; and not less than \$300,000.00 for an accident affecting more than one person; and \$50,000.00 property damage. Certificate of such coverage from the insurer providing 30 days' notice to Lessor prior to cancellation or termination shall be furnished to Lessor.

Likewise, Lessor shall indemnify and save harmless the Lessee from any claim or loss by reason of an accident or damage to any person or property happening on or about all common areas (including without limitation, parking area, sidewalks, ramps and service areas) of the shopping center, and Lessor further agrees to carry, at its expense, public liability insurance coverage on all common areas (including without limitation, parking area, sidewalks, ramps and service area) of the shopping center, with a contractual liability endorsement on the policy, in a company qualified to transact business in the state in which the demised premises are located, stipulating limits of liability of not less than \$100,000.00 for an accident affecting more than one person, and \$50,000.00 property damage. Certificate of such coverage from the insurer providing 30 day's notice to Lessee prior to cancellation or termination shall be furnished to Lessee.

Quiet Enjoyment. 21. The Lessor covenants, warrants and represents that upon commencement of the lease term, the Shopping Center, including the demised premises, will be free and clear of all liens and encumbrances superior to the leasehold hereby created; that the Lessor has full right and power to execute and perform this lease and to grant the estate demised herein; and that the Lessee on paying the rent herein reserved and performing the covenants and agreements hereof shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges belonging or in anywise appertaining thereto, during the full term of this lease and any extensions thereof.

The Lessor warrants the non-existence of any zoning or other restriction preventing or restricting use of the demised premises for the conduct of a general mercantile business or use of common areas for parking purposes, and that should such zoning or other restriction be in effect or adopted at any time during the term of this lease, preventing or restricting Lessee from conducting a general mercantile business or using the common areas in conjunction therewith, the Lessee at its option may terminate this lease and shall stand released of and from all further liability hereunder.

Fire. 22. Lessor agrees to carry fire and extended coverage insurance on Lessee's building and any additions, alterations and improvements made thereto by Lessor and on all other buildings within the Shopping Center in the amount of the full insurable value thereof, above foundation walls, and hereby expressly waives any and all claims against the Lessee for loss or damage due to fire, explosion, windstorm or other casualty covered by such insurance, regardless of the cause of such damage, including without limitation, damage resulting from the negligence of the Lessee, its agents, servants or employees.

In the event that Lessee's building shall be totally destroyed or damaged to the extent of 75% or more of the value thereof by fire or other casualty, then Tenant may elect within thirty (30) days after such damage, to terminate this lease by giving to the Lessor a written notice of termination, and thereupon both parties shall stand released of and from all further liability under this lease. If Lessee's building shall thereby suffer damage to any extent less than 75% of the value thereof, or if Lessee does not elect to terminate as aforesaid, then the Lessor agrees to proceed promptly and without expense to the Lessee to repair the damage or restore the improvements, remitting a fair and just portion of the rent, according to the unusable space, until said premises are completely reinstated or restored, provided, however, if the demised premises are so destroyed or damaged to the extent of fifty per cent (50%) or more within the last two (2) years of the lease term hereof (whether the original lease term or an extension or renewal thereof), then in such event Lessor shall have no obligation to restore or repair the demised premises. If at any time during the term of this lease or any extensions thereof any of the buildings in the Shopping Center, exclusive of Lessee's store building, are damaged by fire or by the elements or otherwise, Lessor shall immediately commence and diligently prosecute to completion repair of all such damage and shall restore said improvements to their conditions prior to such damage, subject to similar provisions as are set forth herein.

Condemnation. 23. If the whole of the leased premises, or such portion thereof as will make premises unuseable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority.

Increase In Fire Insurance Premium. 24. Lessee agrees that it will not keep, use, sell, or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. Lessee agrees to pay promptly upon Lessor's demand any increase in premiums for fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Lessor on said premises or the building of which they are a part, resulting from the type of merchandise sold by Lessee in the leased premises, whether or not increased premiums are the result of Lessee's use of the leased premises, a schedule issued by the organization making the insurance rate on the leased premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises.

In the event Lessee's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the leased premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the leased premises, the Lessee shall pay the additional premium on the fire, boiler and casualty insurance policies by reason thereof. The Lessee also shall pay in such event any additional premium on the rent insurance policy that may be carried by the Lessor for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Lessor to Lessee at such times as Lessor may elect and shall be due to and payable by Lessee when rendered, and the amount thereof shall be deemed to be paid as additional rent.

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