

Unavoidable accidents to the heating plant shall excuse the Lessor under this clause until all repairs shall be made. Such repairs shall be made as expeditiously as circumstances will permit. Lessor also agrees to furnish and set radiators in new Store Room of sufficient size to heat the same, and where shown on plan. Radiators now in use to be replaced by new ones, size and type to be selected by party of the second part.

Lessor further agrees to build a new front according to plans and specifications furnished by party of the second part. New Show Windows are to be wired for electric lights as per plans submitted by party of second part. All interior wood-work should be White Wood, or Poplar; same to have one (1) coat of Mahogany Stain; one (1) coat Shellac, and one (1) coat of Varnish to match the fixtures, sample of which will be furnished by Lessee.

Exterior wood-work: to have one (1) coat of Red Lead and Oil, one (1) coat of Phenomenal Red, Light, and Turpentine; one coat of (1) Phenomenal Red, Light, and Valspar Varnish and one (1) Coat of Clear Valspar Varnish..

The Ceiling in the Vestibule and Windows, to be wood, same to be painted as specified as for metal ceiling.

It is further agreed between the parties to these presents that in case the building or buildings erected on the premises hereby demised shall be partially destroyed by fire or by the elements, the same shall be repaired as speedily as possible at the expense of the party of the first part and a just and proportionate part of the rent is to be abated until the premises have been put in complete repair.

If, however, the said building is totally destroyed by fire or by the elements at any time prior to April 29, 1925 the rent shall be paid to the time of such destruction, and the lessor is immediately to construce a building upon the premises where said building now stands and shall give to the party of the second part as soon as they reasonably can do so, as much floor space, and frontage therein as is now contained in said leased building, and upon such completing and furnishing said second party said space, the rent shall commence and accrue thereafter until the termination of this lease. Providing, however, should said building be completely destroyed by fire or the elements at any time after May 1st, 1925, then and in that event this lease shall thereupon be terminated and from that time on be null and void and if any rent has been paid in advance, lessors, their heirs and assigns hereby agree to refund all rent paid beyond such termination of lease.

It is mutually agreed and understood, that if at any time during the term of this lease the premises hereby demised shall be condemned or declared unsafe or shall be ordered or directed to be repaired or rebuilt by the building authorities or inspectors or other duly instituted authorities, the said party of the first part will at his own expense and without delay make such changes, alterations and repairs as may be required or directed by the said duly instituted authorities.

It is mutually agreed that in case the said monthly rent shall be due and unpaid for thirty days after the same shall become due and payable, and the demand therefor has been made in writing by the party of the first part to the Atlanta, Ga. office of the party of the second part, then failure to pay such rent shall work as a forfeiture of this lease at the option of the party of the first part.

It is also agreed by said lessees that they will keep up repairs of the interior such parts -

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of the building as are occupied by them. Lessors to keep in repair the exterior parts of the building, including roof, conductor pipes, sidewalk, plate glass of show windows, and heating plant Lessee agrees not to sublet these premises, nor assign this lease without written consent of the lessor, but such consent shall not be unreasonably withheld.

Lessor hereby covenants that he has full authority to execute this lease, and further agrees that lessee upon paying said rent, and performing the covenants of this lease, shall and may quietly have, hold and enjoy the demised premises during the term hereof.

Lessees hereby have the privilege when they vacate the store or at any time during the continuance of this lease, to remove any or all store fixtures, counters, shelving, show cases, mirrors, elevator, slide, furnace, radiators or any movable fixtures they may have put in the premises at their own expense.

The party of the second part shall have the right with the consent of the landlord to make such alterations and changes in such parts of the building as is occupied by it, as it finds necessary for its purpose, at its own expense, providing that such alterations will not injure the building, and must be done in a first-class workmanlike manner, and when necessary party of the second part shall have access to the second floor with mechanics' tools and materials to make such alterations and changes.

In Witness Whereof, the parties hereto have set their hands and seals on this 3rd. day of February in the year of our Lord nineteen hundred and seventeen.

Witness:

L.F. Callahan.

W.C. Cleveland (Seal)

F.W. Woolworth Co., (Seal)

H.T. Parson, Vice-President.

Attest E. Valentine, Secty. (Seal)

State of South Carolina, ) ) SS. County of Greenville. )

On this 3rd, day of February in the year one thousand nine hundred and seventeen before me, the subscriber personally came W.C. Cleveland to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

A.C. Hammett, Notary (Seal)

State of New York, ) ) SS. County of New York. )

On this 16th, day of February in the year one thousand nine hundred and seventeen before me personally came H.T. Parson to me, to me known who being duly sworn, did depose and say that he resides in New York City, N.Y. and that he is Vice-President of F.W. Woolworth Co., the Corporation described in, and which executed, the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Paul Hofer, Jr. Notary Public, Queens County, N.Y. Certificates filed in New York & Kings Counties Queens County Clerk's No. 1229 Kings County Clerk's No. 62 Kings County Register's No. 8091 New York County Clerk's No. 220 New York County Register's No. 8207 Term Expires March 30, 1918. (Seal)

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