

All trade fixtures, including counters, showcases, tables, shelving, office partitions, mirrors and in show windows, etc., which shall remain the property of tenants may be removed by tenant at the expiration or earlier terminations of this lease.

Landlord grants tenant right to assign this lease to any successors of its business, or to sublet said premises or any part thereof for any portion of said term, or any renewal thereof, to any sub-tenant for any business, but tenant shall continue to be responsible to landlord for all unpaid rents due under this lease and if the business of such assignee or sub-tenant, or any of same, is more hazardous on account of fire than the business of S.H.Kress and Company, the additional cost of fire insurance caused thereby shall be paid by said S.H.Kress and Company.

Tenant agrees to return said premises at the end of said term on any renewal thereof, to the landlord, in as good condition as when received, wear and tear, damage by the elements, loss by fire or accident, excepted, provided landlord agrees to insure the plate glass in the show windows against breakage, and to keep the roof and floors in sound condition during said terms and any renewals thereof.

Tenant agrees to spend not less than \$8000.00 in making alterations and renovations to said buildings, according to the plans and specifications of tenant as drawn by its architect. Such alterations and renovations to be commenced as nearly as practicable on November 1st, 1916. Said alterations and renovations shall be executed in a thoroughly workmanlike manner and in accordance with the requirements of the local buildings and fire authorities.

The landlord gives the tenant the right to make such alterations and renovations which include the renewal of partitions on second story, also the removal of the stairway leading from Laurens Street to the second store. Landlord expressly covenants that there is no easement affecting the property between the old rear building and the front building or affecting any other portion of said premises and that tenant will have full right and power to close all passageways on the said premises and to cover the entire property with improvements if it desires.

After said alterations and renovations have been completed as aforesaid, said tenant shall have the right during said term, to make reasonable renovations or alterations to said premises, provided all such subsequent alterations shall be done in accordance with the requirements of all municipal and other departments or authorities, without expense to the landlord, who shall be held harmless from all damage arising therefrom.

Tenant agrees to restore said premises to the landlord at the end of said term, in good condition, reasonable wear and tear, damage by the elements, loss by fire or accident excepted.

Landlord agrees to put the roof in sound condition at the beginning of this lease. There shall be no liability on account of leaks arising from sudden or unavoidable causes.

In the event the building on the said premises is wholly or partially destroyed or damaged by fire or any other casualty, such as storm, earthquake, explosion, strike, etc., landlord agrees to at once rebuild same, using the same ideas, designs, etc., insofar as they effect the business of tenant, and insofar as they effect the premises occupied by tenant hereunder, as were in effect at the time of such destruction, or after the building on said premises had been remodeled at the beginning of this lease, within a reasonable time, and will deliver same to tenant. If said premises are so damaged as to require tenant to temporarily discontinue business pending rebuilding or repairs, the rent is to be abated for the period during which tenant is required to temporarily discontinue business.

Landlord covenants that landlord has full power and authority to execute this lease; and landlord further represents that to confirm and validate this lease said Guardian of said infants has heretofore submitted this lease and the question of his authority to execute and deliver same and bind the said infants under same and all persons claiming by, under or through him, them or either of them to the proper court having jurisdiction thereof, in due and regular manner and that a proper, binding and legal decree was obtained from said court, authorizing said Guardian to execute and deliver this lease and providing that said guardian and his successors, with the said infants, their heirs and assigns, be firmly held and bound by the provisions of this lease; together with all persons claiming by, through and under said guardian, said infants or either of same. Said guardian expressly covenants that all of the steps and proceedings had and taken in presenting said matter to said court and in obtaining said decree were in all respects duly and regularly had taken and said guardian further expressly personally covenants and binds himself to and with said tenant, its successors and assigns, that said lease is in all respects valid and binding and said guardian hereby personally warrants same to said tenant, which relies upon same. Provided the rents are properly paid by tenant, landlord further covenants to give the tenant quiet, comfortable and peaceable possession of the aforesaid premises for aforesaid term, and any renewal thereof.

It is further understood and agreed that the covenants and agreements herein contained are binding upon the parties hereto, their administrators, executors, heirs, successors and assigns.

This instrument is drawn in duplicate and either shall be considered as the original for all purposes.

IN WITNESS WHEREOF landlord has hereunto set the landlord's hand and seal, and tenant has caused these presents to be signed by its proper officer, and its corporate seal to be hereunto affixed the day and year first above written.

WITNESS E.A. Gilfillin.

WITNESS L Oscar Hogges.

D.D. Davenport
Guardian of Constance Davenport, Malcolm
O. Davenport, Luther M. Davenport, Martha Davenport
and Dan D. Davenport.

D.D. Davenport. (L.S.)

WITNESS
A.G. Frey.
WITNESS
C. Muller.

S.H. Kress and Company.
BY

C.W. Kress, Vice Pres.

