

destroyed by fire, Lessor shall proceed as speedily as possible to restore and rebuild the building to its former condition, that is to say in its condition at the time of the execution of this lease. Should Lessee add valuable improvements to said building and carry its own insurance thereon, in the event of total destruction of said building, the Lessee shall have the option to use the proceeds of said insurance in having said improvements, or similar improvements added to the reconstructed building at Lessee's cost, and when so restored, Lessor shall be given possession and from that time pay rent, but during the period between the fire and the completion of the building, rent shall be abated.

Ninth: Lessee is to take said building on the first day of September, 1929, in such condition as it is in to day, wear and tear and removal of property or fixtures excepted. It is understood, however, that at the time of the delivery of possession of the premises pursuant to the provisions of this lease, the premises comply with provisions of law and all requirements and regulations of municipal and State departments, and all public or quasi-public authorities, having jurisdiction thereover. Lessee has permission to change the front, put in new windows, new floors, concrete floor and basement, repair of roof and make such other alterations, structural or otherwise, and improvements as it may desire, in the conduct of its business; all electric wiring to be in conformity with the ordinances of the City of Greenville pertaining thereto, all of said additions or improvements to be made at the expense of the Lessee and without cost or expense to the Lessor, and without injury or damaging said building. Lessee is also given the right at its expense to demolish the existing building and to erect in place thereof a new building of not less value than the building demolished, provided that before commencing such demolition Lessee shall deliver to Lessor a surety company bond in a sum equal to the estimated cost of such

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new building, conditions for the completion of such building within a reasonable time, and the payment of the cost thereof. Upon delivery of such bond all salvage from such demolished building shall belong to Lessee.

Tenth: The Lessor hereby covenants and agrees that at the time of the delivery of this indenture, he is the sole owner of the premises herein leased, and he has good right, full power and authority to lease the said premises, and that the said premises are free and clear of all liens and encumbrances except present tenancies, all of which expire at the date of the commencement of this lease, and save and excepting any mortgage or mortgages on said premises, which, however, do not in the aggregate exceed two-thirds of the reasonable value of said premises.

Eleventh: Lessee agrees not to permit any act which would vitiate the fire insurance policies upon said property; to pay all electric light, water, heat, gas and power bills accruing against said property during the term of this contract, and to comply with all rules, orders, ordinances and regulations of the City of Greenville in any and all of its departments not excepting structural alterations.

Twelfth: In the event bankruptcy or State insolvency proceedings should be filed, and sustained, against this Lessee, its successors or assigns, in any Federal or State Court, it shall give the right to the said Lessor, his executor, administrator or assigns at his option, or at their option, to immediately declare this contract null and void, and to at once resume possession of the property. No Receiver, Trustee or other judicial officer shall ever have any right title or interest in or to the above described property by virtue of this contract.

Thirteenth: Lessor warrants to Lessee quiet and peaceable possession of said premises hereby leased during the whole term of this lease, provided the conditions of this lease are complied with.

Fourteenth: Lessee hereby agrees to take the building beginning its twenty-year

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