

In case of the injury by fire or other casualty of the demised premises or any part thereof, the Lessors shall have sixty (60) days within which to repair and restore the same without terminating this lease. If, during the life of this lease, the premises shall be so injured by fire or other casualty as to be untenable, then, unless said injuries be repaired within sixty (60) days thereafter as herein specified, either party hereto, upon written notice to the other party given not later than seventy (70) days after said fire or other casualty may terminate this lease, in which case rent shall be apportioned and paid to the date of said fire or other casualty; and that in the event of the bankruptcy of the Lessee, or in the event it should be placed in the hands of a receiver, or should make an assignment for the benefit of creditors, the Lessors, may at their option, declare this lease immediately terminated, and may take possession of the premises.

Should the Lessee fail to pay any installment of the rent within thirty (30) days after the same shall become due, or fail to perform any of the covenants and agreements herein contained, the Lessors may, at their option, either declare the rental for the entire term immediately due and payable and proceed to collect the same, or may declare this lease terminated and take immediate possession of the premises, collecting the rental up to the retaking of such possession.

The third paragraph in the contract between Charleston & Western Carolina Railway Company and the Lessors reads as follows:

"Third: That the party of the second part will indemnify and save harmless the party of the first part against any and all damage resulting from negligence of the party of the second part and its servants and employees in and about said industrial track and the right-of-way therefor; and furthermore against any and all claims demands, suits, judgments and sums of money accruing from loss or damage by fire originating on its right-of-way or communicated by locomotive engines or trains of the party of the first part to buildings used by the party of the second part in connection with the business served by said industrial track or to the contents of such buildings or to other property stored by or with the consent of the party of the second part upon or near said industrial track. The party of the first part hereby stipulates for this protection as a condition of its agreement herein expressed, to afford the above described terminal facilities to the party of the second part elsewhere than at its regular station."

The Lessee covenants and agrees to save harmless the Lessors from any and all damage resulting from negligence of the Lessee and its servants and employees in and about said industrial track and the right of way therefor. Furthermore the Lessee waives any and all claims against the Lessors and/or the Charleston & Western Carolina Railway Company accruing from loss or damage by fire originating on the said railroad's said right of-way for said industrial track or communicated by locomotive engines or trains of said railroad to the property of the Lessee in the buildings of the Lessors hereby demised or to other property of the Lessee stored by or with the consent of said railroad upon or near said railroad's industrial track.

The lease between the parties hereto dated June 1st, 1933, covering a part of the same premises is hereby terminated December 31, 1934, without liability of either party to the other party thereto.

In witness whereof, the parties hereto have set their hands and seals hereto the day and year first above written, binding themselves, their successors and assigns firmly by these presents:

In the Presence of:  
 J. R. Moseley  
 Lila Outz.

As to Lessors.  
 W. M. Dick  
 S. C. Welch  
 As to Lessee

R. S. Huntington & DuPont Guerry, Jr.,  
 Lessors.

R. S. Huntington, (L. S.)  
 DuPont Guerry, Jr., (L. S.)

Westinghouse Electric Supply Co.  
 Lessee

BY: B. W. Clark, (L. S.)  
 Vice President

State of South Carolina,  
 County of Greenville.

Personally appeared before me J. R. Moseley who, being duly sworn, says that he saw R. S. Huntington and DuPont Guerry, Jr., sign, seal and as their act and deed deliver the within Lease, and that he with Lila Outz witnessed the execution thereof. Sworn to and subscribed before me this 27th day of December, A. D. 1934.

Edward R. Woelfel, (LS)  
 Notary Public for South Carolina.

BWC  
 RSH  
 DGJ.