

before December 1, 1943, its right of any kind whatsoever to any renewal or extension beyond May 31, 1944, shall cease and determine.

It is understood and agreed that prior to the commencement of the term of this lease on June 1, 1939, the Lessor may remove from the buildings and premises herein leased all looms and mill machinery now on the premises and the humidifying system, air compressor, electrical panels furnishing power to the loom motors, contactors connected with the loom motors, pedestals and floor boxes connected with the loom motors, and the electric water cooler, and all such transformers, lead-ins and conduit wiring as Mr. George, Engineer of the Lessee, and DePont Guerry, Jr., of Huntington & Guerry, electrical contractors of Greenville, S. C., may agree are not needed by the Lessee in the operation of its contemplated business on the premises.

Prior to the commencement of the term of this lease the Lessor shall do such work as may be necessary to put the heating plant, plumbing and floors in good condition of repair; provided, however, that such work shall not entail a cost to the Lessor of more than Five Hundred (\$500.00) Dollars. Any cost in excess of such sum of Five Hundred (\$500.00) Dollars involved in making such repairs or entailed by additional work desired by the Lessee shall be borne and paid by the Lessee.

The Lessee shall have the right, should it so desire, to remove the wooden floors now in the one-story main building on the premises herein leased, provided the flooring material shall be carefully removed so as readily to permit of restoration and shall be safely stored by the Lessee until the expiration of the lease and if so required by the Lessor shall be replaced by the Lessee at its own expense prior to such expiration.

During the original term of this lease and any renewal or extension thereof the Lessor shall keep in good repair the exterior walls, roof, gutters and down-spouts. Except as hereinabove provided, the Lessor shall not be required to make any repairs or improvements on said premises. The Lessee during the entire original term of this lease and any extended or renewed term shall maintain said premises, with the fences and buildings now located thereon, with all windows, pipes, wiring, lighting and heating equipment and fixtures, in good condition and repair and shall deliver the same up to the Lessor at the expiration or termination of this lease in as good condition as they shall be in at the beginning of the term of this lease, ordinary wear and tear and destruction by fire or wind alone excepted.

No substantial alteration in the buildings, fences or structures now on said premises shall be made by the Lessee except with the written consent of the Lessor and at the expense of the Lessee.

It is understood that the Lessee proposes to use the premises and buildings covered by this lease for a manufacturing plant and will install thereon and therein its machinery for such purpose, and it is hereby agreed that prior to the expiration of this lease the Lessee shall have the right to remove and retain such machinery, fixtures and appliances as may be readily removable without damage to the buildings or premises, other than such damage incident to such removal as the Lessee can and shall immediately repair, and such machinery, fixtures and appliances so removable shall be deemed and remain the property of the Lessee.

In the event the Lessee should be adjudged bankrupt or in the event it or its property in South Carolina should be placed in the hands of a receiver by a court of competent jurisdiction, or assigned for the benefit of creditors, then and in either of such events, the Lessor, at its option, may declare this lease immediately terminated and may take possession of the leased premises, collecting the rental accruing therefor up to the date of the retaking of possession and retaining for the purpose of such collection any landlord's lien which it may have.

Should the buildings on said premises be totally or substantially destroyed by fire or wind, that is, to an extent in excess of fifty per cent of their value, either the Lessor or Lessee may, within ten (10) days of the date of such destruction elect (1) to declare the lease terminated, or (2), if the lease be not so terminated, Lessor shall restore such buildings with all reasonable speed in accordance with plans and specifications approved by Lessee, in which latter event the lease shall continue unimpaired, but the rental shall be abated until restoration shall have been so completed. Should the buildings be damaged by such casualty to an extent of less than fifty per cent of their value, the lease shall continue unimpaired and the Lessor shall restore the buildings to their previous condition with all reasonable speed and, if such damage shall render the buildings wholly or partially unfit for occupancy and use, the rental, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be abated until they are again fit for such occupancy and use.

Should the Lessee fail to pay any monthly instalment of rental by the 10th day of the calendar month for which such rental shall be due or fail to pay the taxes before they become paid due, or should the Lessee fail to maintain the premises in good condition and repair as herein provided, the Lessor, upon written notice to the Lessee, may declare this lease immediately terminated and take possession of the premises, collecting from the Lessee rental to the date