

their present condition, without any material or unusual change having been made in any part of same by the Lessee, the Lessors agree that they will repair or restore the premises to their condition before the fire or other casualty, as soon as conditions permit, with all reasonable dispatch, and of substantially the same materials; provided, they collect sufficient insurance moneys to do so, but if the Lessors do not collect sufficient insurance moneys to repair or restore the building or buildings to present condition, then the Lessors and the Lessee shall meet at a time and place to be agreed upon between them in Greenville, South Carolina, and/or elsewhere, and endeavor to reach an agreement as to who shall pay for or how they shall share the loss; however, if the Lessors and Lessee cannot reach an agreement about same, either party may terminate this lease by giving notice as is provided hereinafter about default, and if the lease should be cancelled in any such event, the rent shall be paid to the date of cancellation; provided, always, if the Lessee desires to pay the cost of repairing, restoring and/or rebuilding, it may do so, at its own cost, risk and expense, in which event the notice of cancellation shall not take effect.

(b) In the event any building or buildings on the leased premises is or are destroyed during the term of this lease in whole or in part, by fire or other casualty, after the Lessee has made material and unusual changes in any building or buildings on said premises, and/or after the improvements described in Paragraph 11 are begun, the lessee agrees that it will repair or restore the building to the condition in which it existed before such fire or other casualty, and complete the improvements as soon as conditions permit, and with all reasonable dispatch, and substantially of the same materials; provided, the Lessors turn over sufficient insurance moneys to it to repair or restore such part of the building or buildings as was damaged by fire or other casualty; but if Lessors do not turn over sufficient insurance moneys to the Lessee to repair or restore the building or buildings to the condition before the fire or other casualty, then the Lessors and the Lessee shall meet as provided above, for the same purpose and with the same rights, as provided in the latter part of Sub-paragraph (a) hereof.

(c) In the event any building or buildings on the leased premises is or are destroyed in whole or in part by fire or other casualty after the improvements described in Paragraph 11 are fully completed, the Lessors agree that they will repair or restore the premises to their condition before the fire or other casualty, as soon as conditions permit, with all reasonable dispatch and of substantially the same materials, provided they collect sufficient insurance moneys to do so; but if the Lessors do not collect sufficient insurance moneys to repair or restore the building or buildings to their present condition, then the Lessors and the Lessee shall meet for the same purpose and with the same rights as provided in the latter part of Sub-paragraph (a) hereof.

(d) In the event the insurance funds are sufficient to repair or restore the building or buildings, and the conditions mentioned in (a), (b) or (c) occur, when the building is rendered unfit for occupancy, the Lessee shall continue to pay rent for twelve months, beginning with the first of the month following any such fire or other casualty; but if the building or buildings on said premises are not repaired or restored on or before the expiration of twelve months after the fire and/or other casualty, the rent shall abate and the Lessee shall pay no rent until the first of the month following the time the building is repaired or restored, at which time the payment of rent shall be resumed, as usual.

(e) In the event there is any dispute between the Lessors and the Lessee about what is a material or unusual change and/or other thing not precisely described above, following any fire or other casualty, it shall be arbitrated in the same way and manner as provided in Paragraph 38 herein.

(f) Any insurance moneys turned over to the Lessee by the Lessors shall be deposited in the First National Bank of Greenville, South Carolina, or such other bank as Lessors may designate, in the name of the Lessee, as trustee, for the purpose of repairing or restoring the building or buildings, on the premises, and if not used for this purpose, shall be returned to the Lessors or kept by the Lessee in accordance with the amount of insurance each is respectively paying for.

(g) If, during the term of this lease, the improvements placed on the premises by the Lessee are damaged or destroyed by fire or other casualty, and the buildings so damaged or destroyed are not repaired or restored for any reason, then the Lessors shall pay over to the Lessee from the insurance moneys collected as compensation for the loss, such part thereof as is collected by reason of the damage done to the improvements made by the Lessee.

(h) In the event the buildings are destroyed before the lease begins, then the Lessee shall not be required to pay any rent until the buildings are ready for occupancy.

25. The Lessors shall carry sprinkler insurance on the building, but not on the trade fixtures and/or goods in said building, and the Lessee shall carry any and all other sprinkler insurance, except on the building and/or any and all other insurance that Lessee thinks advisable, at its own cost, risk and expense.