

than 2 1/4% on Lessee's such gross sales during the term of any renewal of this lease.

41. This lease shall be binding upon the respective Lessors and their respective heirs, administrators, executors or assigns, and upon the Lessee, its successors and/or assigns.

42. ~~For the purpose of public record, the parties to this lease have, at the same time, executed a short form lease for recording, and both the Lessors and the Lessee agree that they have not done and will not do anything inconsistent with this lease.~~ G.M.I. J.F.F.

43. The Lessors agree to take out and keep fire insurance on the building or buildings in the sum of 100% of the insurable value of the buildings, in a reliable stock insurance company or companies, with extended coverage, if possible, but should the Lessors fail to do this, at any time during the term of this lease, the Lessee shall not only have the right to take out such insurance up to 100% of the insurable value of said building or buildings, in the name of the Lessors, as their interests appear, and deduct any premiums paid on same from any rents owing to the Lessors, but it shall be the Lessee's duty to do so, and regardless of anything to the contrary herein, neither the Lessors nor the Lessee shall have any right of action against the other for failure to take out and keep fire insurance on the building in force; and, regardless of anything to the contrary herein, neither the Lessors nor the Lessee shall owe any duty to repair or restore the building after fire or other casualty beyond Lessee's control, except when fire insurance moneys are available for such purpose.

44. This lease shall be governed by the laws of South Carolina.

IN WITNESS WHEREOF, the said Lessors, J. F. Finlay and wife, Cora Smartt Finlay, H. M. Finlay, and Edward Finlay and wife, Mary Louise Finlay, have signed their respective names to duplicate copies hereof, and the said Lessee, Ivey-Keith Company, has cause its name to be signed by its Vice President, he being duly authorized and empowered so to do, and its corporate seal to be affixed and attested by its Secretary, he being duly authorized and empowered so to do, all on the date first above written.

G.M.I. J.F.F.

Signed, sealed and delivered in the presence of:

J. F. Crabtree
Charlotte C. Reynolds

Witnesses as to J. F. Finlay.

J. F. Finlay (L. S.)
Lessor

Signed, sealed and delivered in the presence of:

J. F. Crabtree
Charlotte C. Reynolds.

Witnesses as to Cora Smartt Finlay

Cora Smartt Finlay (L. S.)
Wife of J. F. Finlay

Signed, sealed and delivered in the presence of:

Jane P. Steward
Paul S. Steward

Witnesses as to Edward Finlay:

Edward Finlay (L. S.)
Lessor

Signed, sealed and delivered in the presence of:

Jane P. Steward
Paul H. Steward

Witnesses as to Mary Louise Finlay.

Mary Louise Finlay (L. S.)
Wife of Edward Finlay.

Signed, sealed and delivered in the presence of:

J. B. Southern
Myrtle W. Southern

Witnesses as to H. M. Finlay

H. M. Finlay (L. S.)
Lessor

Attest: Geo. M. Ivey
Secretary

Signed, sealed and delivered in the presence of:

G. F. Norris
E. F. Anderson

Witnesses as to Ivey-Keith Company

IVEY-KEITH COMPANY, Lessee
BY: W. T. Buice
Vice President

