

in reasonable good state of repair and condition, reasonable wear and tear, damage or destruction by fire, the act of God, the elements, or other causes beyond the control of the Lessee alone excepted.

13. It is understood and agreed that in the event the Lessee is adjudicated bankrupt, voluntary or involuntary, or is placed in the hands of a receiver, this lease shall immediately thereupon terminate at the option of the Lessor herein.

14. It is hereto agreed that the Lessor herein shall at all times during the term of this lease pay any and all taxes that may be assessed against the lot and any permanent improvements situate thereon, and should the Lessor fail to pay such tax or taxes when due, Lessee herein shall have the right to pay the same and deduct the amount so paid from any rental then due or which may thereafter become due to the Lessor. However, the Lessee herein will pay any and all taxes assessed against such equipment, fixtures, or stock as the Lessee may maintain upon said premises. Likewise the Lessee herein will pay for any and all heat, lights and water consumed by the Lessee, its successors, assigns, or sublessee in connection with said premises.

15. The Lessee agrees that during said term and within forty (40) days after the end of each lease year, it will deliver to the Lessor a written statement, verified and certified to be true, accurate and complete by one of its officers, reflecting the total sales made by the Lessee from the premises hereby leased or such portion thereof as may be occupied by the Lessee, and reflecting all sales made from the Finlay Building whether occupied by Lessee, or its successor, assignee or sublessees, during the preceding lease year, and to pay to the Lessor the aforesaid percentage rental, if any, for said preceding lease year as herein set forth.

16. The Lessee hereby covenants and agrees to indemnify and hold harmless the Lessor and the demised premises of and from any and all claims, demands and/or liabilities whatsoever, including, but not limited to, mechanic's liens or other liens for work performed and/or material furnished in connection with any alterations, repairs, improvements, remodeling, re-building, and/or reconstruction of said buildings by the Lessee.

17. The Lessee further agrees that it will, at its own cost and expense, obtain and maintain public liability insurance during the term of this lease in the amount of not less than ten thousand dollars for injury or death to one person and twenty thousand dollars for injury or death to more than one person arising out of one accident. Said insurance shall be in the name of and for the benefit of the Lessor and Lessee as their interests may appear with respect to the said leased premises. The said insurance shall be in solvent companies authorized to do business in the State of South Carolina reasonably satisfactory to the Lessor.

18. It is agreed that the Lessor shall not be responsible for, and is hereby relieved from all liability by reason of injury to persons or damage to property in or about the leased premises, whether belonging to the Lessee or any other person, caused by fire or other casualty, or from water, rain or snow that may leak into, issue, or flow from the plumbing of said building.

19. It is further agreed between the parties that the Lessor will remove all tenants now occupying the leased premises, or any part thereof, from the said leased premises prior to April 1, 1947, and will place the Lessee in undisturbed possession and enjoyment of the leased premises on April 1, 1947.

20. It is further agreed between the parties that if the Lessee should at any time during the term of this lease build or extend any building or buildings now located or at any time during the term of this lease, or any renewal thereof, located on the property demised to the Lessee by J. F. Finlay, et al, on December 28, 1944, across the alleyway between the Finlay Building and the demised premises (the Bruce property), that the Lessee herein may join together the buildings then located on the demised premises and the buildings then located on the Finlay property in order that such buildings may be made into one building, provided however