

less than fifty per cent of the value thereof, the same shall be repaired, restored, and made fit for occupancy and use by the Landlord within a reasonable time thereafter and the rent, or a fair and just portion thereof according to the nature and extent of the damage, shall be suspended and cease to be payable until the building is repaired, restored, and made fit for occupancy and use. Should the building, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to an extent of fifty per cent or more of the value thereof, the Landlord shall have the option to rebuild, repair, and restore said building within a reasonable time thereafter or terminate this Lease. The Landlord shall give the Tenant notice, in writing, by registered mail, addressed to the Tenant at Greenville, S. C., or its last known address, of his election to rebuild and restore said building or cancel said Lease, within ten (10) days of the damage or destruction of said building. In the event that the Landlord elects to rebuild and restore said building and make it fit for use and occupancy, the rent shall be suspended and cease to be payable until said building is rebuilt and restored. It is understood and agreed, however, that should the building, or any substantial part thereof, be damaged as aforesaid to an extent of fifty per cent or more of its value during the term of this Lease or any renewal Lease, then the Tenant shall have the option to terminate this Lease. The Tenant shall give the Landlord notice, in writing, by registered mail, addressed to the Landlord at his last known address, of its election to terminate said Lease within ten (10) days of the damage or destruction of said building.

12. If the leased property, or such substantial portion thereof as would render the remainder unsuitable for use by the Lessee as aforesaid, is taken under the power of eminent domain, then this Lease shall terminate forthwith. If such taking by

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