

alterations, additions and changes made by Lessor or Lessee, with written notice to Lessor, which are part of the realty, in solvent and responsible companies authorized to do business in the State and covering the full replacement of the improvements and buildings required to be insured hereunder. Lessor shall provide Lessee with certified copies of all such insurance policies. The following endorsements shall be placed on said policies:

(a) "Before changing or cancelling this policy, the Insurance Company agrees to give five (5) days prior written notice to Marsh Foodliners, Inc., Yorktown, Indiana, and FOOD-LANE, INCORPORATED, 428 West Whitner Street, Anderson, South Carolina."

(b) "Notice is received and accepted that the assured has waived all right of recovery from Marsh Foodliners, Inc., and FOOD-LANE, INCORPORATED."

(c) "Loss payments shall be payable to The South Carolina National Bank of Charleston, Greenville, South Carolina, Branch, as Trustee."

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B. It is agreed by Lessor and Lessee that all such insurance proceeds shall be paid to the Trustee above named which shall hold and disburse the same in accordance with the terms of this lease.

C. It is agreed that if, by reason of fire or other casualty contemplated to be covered under the insurance policy or policies, the premises are damaged or destroyed, Lessor shall promptly and diligently reconstruct or repair the premises to a condition equal to or better than the condition thereof prior to such destruction or damage, and the proceeds of the insurance shall be applied thereto and any balance of said proceeds after such reconstruction or repair shall be released by the Trustee to the Lessor. All fees and charges of such Trustee for acting as Trustee hereunder shall be paid by Lessor. Until said premises are rebuilt and put in good and tenantable order, rent paid in advance or payable hereunder shall be abated or reduced by such amount as is equitable under the circumstances.

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