

parties that the Lessor shall maintain the exterior walls of the building and the roof of the newer portion of the building; and all other maintenance and upkeep of the building, including plumbing, heating, air-conditioning, utilities and the roof over the older portion of the building herein are to be the expense and responsibility of the Lessee. Lessee further covenants that he will keep and maintain the remainder of the premises in good condition and repair and at the termination of this Lease Agreement shall return said premises in good condition, with normal wear and tear expected.

LIABILITY: Lessee covenants that it will save Lessor harmless against any loss or liability of any nature whatsoever that may be incurred in and about the demised premises during the term of this lease. Lessor may require the Lessee to carry premises liability insurance in such amount as is reasonable under all the circumstances.

TAXES AND HAZARD INSURANCE: Lessor shall pay all property taxes and hazard insurance premiums due on said property during the term of this Lease Agreement. Lessee shall pay personal property taxes and hazard insurance premiums covering his own personal property and contents located within said building and on said premises.

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CONDEMNATION OF DEMISED PREMISES: If substantially all of the leased premises shall be taken for public or quasi-public authority under the power of eminent domain, then the term of this lease shall terminate as of the date possession shall be taken by such authority and the rent shall be paid up to that date with a proportionate refund by the Lessor of any rent paid in advance. In the event of such a termination of this lease, the Lessee shall be entitled to claim in the condemnation proceedings along with the Lessor. In the event any dispute arises as to the apportionment of any condemnation proceeds, then an arbitration shall be established in accordance with procedure set forth in Section 10-1901-05 of the Code of Laws of South Carolina (1976).

If less than substantially all of the leased property shall be taken (so that business can be effectively operated), this Lease shall not terminate and the Lessor shall promptly reconstruct and

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