

pay for all electric power, electric, gas or other lights, water, telephones and every thing else bargained for or used in connection with the hotel business carried on upon said premises during the said term and any extension thereof and the City license for conducting such business, and will keep in good repair all electric wires and fixtures, gas pipes, water pipes and other plumbing in said building and will replace all glass broken during said term and any extensions thereof. And it is further agreed that in case said building or any part thereof shall be destroyed or damaged by fire, lightning or wind-storm the same shall be immediately replaced or repaired by the owner, and that the payment of rent shall be suspended or reasonably diminished until the building shall be again put in tenantable condition; but that if said destruction be complete or said damage extensive the owner may at its option elect not to rebuild, or it may elect to construct upon said land a building differing in size, character, appearance, method of construction or any other particular from the building now situate on said land; and that in either of said events this lease shall thereupon ipso facto terminate and neither of the parties hereto shall be liable in damages by reason of such termination.

And it is further agreed that the premises hereby leased shall be used for hotel purposes and shall be operated in a thoroughly modern and first-class manner in every respect; and that the lessee may sublet portions of said premises but not to objectionable persons; and that if said business shall not be run in a thoroughly first-class manner or if any disorderly or otherwise objectionable persons are allowed to occupy or become in any manner connected with the said premises or with any business conducted thereon, or if any questionable practices are suffered or permitted by said lessee whereby the reputation of said premises may be injured or whereby said owner may suffer loss or damage, then the said owner may elect to declare this contract or any extension thereof null and void and that in such event this lease shall ipso facto terminate and said lessee will forthwith peaceably surrender the possession of said premises to the owner or its agents, without notice, in as good condition as he shall receive the same, natural decay and reasonable wear and tear excepted.

And it is further agreed that time is of the essence of this contract and that if the payment of said rent shall at any time be in arrears for thirty days or more, or if default be made in any of the covenants herein contained, the rent for the whole unexpired term of the lease shall at once become due, payable and distrainable, and the lessee shall, upon ten days' notice, vacate the leased premises, and said owner or its agents shall have the right at their option to enter upon said premises and resume the possession thereof; and in such event this lease shall forthwith terminate.

And it is further agreed that the lessee will comply with all City ordinances at his own costs; that he will make no alterations in said premises without the written consent of the owner; that he will put nothing upon said premises nor permit or commit any act thereon which would forfeit or jeopardize the insurance upon said building or increase the rate of insurance upon said building or its contents, or conflict with the laws relating to fires or with the regulations of the fire department of the City of Greenville, or with any insurance policy upon said building or any part thereof, or any property therein, or conflict with any of the rules or ordinances of the City of Greenville, or of the Board of Health, or of any other of the departments of said City, or with any of the laws of said State; and that he will not allow said premises or any part thereof to be used for any improper, immoral or objectionable purposes.

And it is further agreed that the owner shall not be liable for damage caused by leaks (except in -