

or corporation, continuing a similar line of business, shall not be construed as an assignment of, or affect the validity of this lease. All necessary and usual repairs, including the roof, floor, plate glass and windows, or any other parts of said building, required or necessary to keep said building in good repair, shall be done by the Lessee at its cost and expense, and without cost or expense to the Lessor, and said Lessee agrees to deliver the premises at the expiration of the lease in as good order and repair as when first received, natural wear and tear and damage by fire on the elements excepted.

Third: It is further agreed that the Lessee may make other alterations to make the premises hereby demised suitable for its business and that the Lessor will accept the building with alterations and improvements made thereon by the Lessee at the expiration of the lease in lieu of the premises as they now are. It is further understood and agreed that the Lessee shall have the privilege of using or selling all salvage caused by alterations or changes made by it to the front or interior which is now a part of said building.

Fourth: The Lessor warrants that at the time of the delivery of actual possession to the Lessee the demised premises shall comply with all requirements of law and government regulations and with the rules of the State Fire Commissioner or State Board of Fire Underwriters or similar organizations. Lessee is hereby given the right and authority to contest in good faith any violations, and pending the final determination of such contest non-performance thereof shall not be deemed a breach under this lease, provided, however, that the Lessee shall indemnify and save harmless the Lessor of and from all fines, penalties and damage by reason of such non-performance pending such contest, provided that bond to indemnify Lessor shall be deposited with Lessor at time contest is filed, and before time for paying such fines, penalties or

damages for failure to comply with the requirements and regulations herein provided, has expired.

Fifth: All trade fixtures installed by the Lessee or its assigns, or under Lessees, in connection with the business conducted by it or them on said premises, shall remain the property of the Lessee, or its assigns or under Lessees, as the case may be, and may be removed by it or them during, or at the expiration of this lease, any damage caused by such removal to be repaired by the Lessee, and the premises left in good condition.

Sixth: The Lessee agrees to assume during the term of this lease all liability for injury and damage of any nature to persons or property occurring on said premises in connection with the use and occupancy of said premises by the Lessee, and the Lessee further agrees to hold the Lessor harmless for any such injuries and damages and agrees to carry liability insurance for the protection of both parties hereto.

Seventh: It is further agreed that the Lessee may at its own expense erect such sign or signs as it shall deem desirable, on, on or in front of the demised premises, or upon the roof thereof. Such sign or signs, and the maintenance of same shall comply with the rules, regulations and ordinances of the City of Greenville, and the Lessee shall remove same at its expense at the expiration of this lease. There shall be no liability or expense of any nature to the Lessor because of, or growing out of the erection and maintenance of such sign or signs.

Eighth: Should the building on said premises be partially damaged by fire so that part of said building should become untenable, rent on such damaged portion shall be abated pro rata until the building is restored to its condition before the fire, and the Lessor agrees that said restoration shall be made as speedily as possible. Should the building be totally

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