

the lowest level of the ground.

All proceeds of such insurance in case of loss or damage shall be used toward the full compliance with the obligation of Tenant assumed under the above paragraph captioned "Damage Clause" to the extent that such proceeds are required for such purpose, and any balance of such proceeds shall be released to the Tenant.

It is further agreed that the policies of such insurance shall provide for the payment of the proceeds of the insurance to The First National Bank of Greenville, South Carolina, as Trustee, subject to a trust agreement which shall safeguard Landlord and Tenant and any sublessee of Tenant in the application of the insurance proceeds to the repair or rebuilding of the improvements on the demised premises as hereinabove provided. All fees and charges of such trustee for acting as trustee under said trust agreement shall be paid by Tenant.

RIGHT OF WAY. That Landlord guarantees that during the term hereof the Tenant shall have the continuous right to use any rights of way which are in use on the date of the unconditional delivery of this lease leading to and from any rear, front or side entrances to the demised premises, and the right to the use of any right of way or alleyway either on or adjoining the premises of which the herein demised premises are a part or the whole, the use of which the Landlord has a right to grant to Tenant or which the Landlord owns or controls.

TAXES. As a part of the consideration of this lease, and in addition to the cash rental hereinbefore provided, the Tenant covenants and agrees to pay, before any fine, penalty or costs be added thereto for non-payment thereof, all real estate taxes, and to make all payments on account of assessments against the demised premises for local improve-