

for and during the term and any extension thereof of this lease, the right to assign the same to Boren Clay ^{Products} Company, a corporation, Greensboro, North Carolina, and upon acceptance of the assignment by the said Boren Clay ^{Products} Company, the Lessee herein shall be relieved of any further responsibility hereunder.

(q) The Lessor agrees that he will maintain the roof, downspouts, outer walls, electric wiring, heating and air conditioning and hot water system in good condition throughout the term of the lease. The Lessee shall contract for, and pay for all utilities.

Upon the expiration of this lease, or any extension thereof, the Lessee shall surrender the premises to the Lessor in as good condition as said premises are now, reasonable wear and tear excepted.

The Lessee may install trade fixtures necessary in carrying on his business, including outside signs, but any defacement of the premises on account thereof shall be repaired at the expense of the Lessee on termination of this lease.

(r) In case of the destruction of the leased building by fire or other casualty, during the term of this lease, or in case of such partial destruction thereof as to render the leased premises wholly unfit for occupancy, or should said premises be so badly damaged that the same cannot be repaired within ninety (90) days from the happening of such injury, then, and in such case, this lease shall become null and void and the Lessee shall immediately surrender said premises to the Lessor and shall pay rent within said term only to the time of such surrender. In the event said premises are repairable within ninety (90) days from the happening of said injury, the Lessor may enter and repair the same with all reasonable speed and while such repairs are being made the rent herein provided shall be abated in proportion to the usability of the leased premises, the full rent as provided herein to recommence immediately after said repairs have been completed. If said premises are only slightly damaged as aforesaid, to such an extent as not to render them unacceptable for the aforesaid purposes, the Lessor shall make the necessary repairs with reasonable promptitude and in such case the rent therefor shall not be abated. In all cases of fire or other casualty, the Lessee shall immediately notify the Lessor.

(s) If the leased premises or any substantial part thereof are taken by public or quasi-public authority under any power of eminent domain, then this lease shall forthwith terminate, and the Lessee and Lessor shall pursue their separate claims and neither of them shall participate in any claim or interest

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