

indirectly to the Lessee's use and occupancy of the leased premises and all appurtenances thereunto belonging; and Lessee shall further fully reimburse, indemnify and save harmless Lessor from and against any and all claims, demands, causes of action, loss, expenses, costs, fees and damages arising out of the failure of the Lessee to comply to the requirements and provisions of this Article 6.

ARTICLE 7

Use of Insurance Proceeds

Any insurance proceeds recovered by Lessor or Lessee by reason of damage to or destruction of the improvements on the leased premises shall to the extent necessary, be used to repair, restore or replace the improvements so damaged or destroyed to the same or a better condition than existed at the time immediately preceding such damage or destruction or to construct additional improvements of substantially the same quality and thereafter may be paid to and retained by Lessee. In the event of the damage to or destruction of any improvements on the leased premises by reason of fire or other casualty, there shall be no abatement of the rent or any other amounts payable by Lessee hereunder.

Any funds to be used for the purpose of repairing, restoring or replacing the aforesaid improvements so damaged or destroyed or for the purpose of constructing additional improvements shall be paid over to a national bank, trust company or other institution or person (the "Escrow Agent") located in Greenville, South Carolina and acceptable to both Lessor and Lessee, be held by the Escrow Agent in an escrow deposit account (the "Escrow Account") and disbursed for the uses and purposes and upon the terms and conditions hereinafter set forth. The compensation of the Escrow Agent for its services in the foregoing connection shall be paid from the funds in the Escrow Account. Such funds shall be applied by the Escrow Agent for the payment of the cost of the aforesaid repair, restoration or replacement of such damaged or destroyed improvements or the cost of construction of the aforesaid additional improvements (such repair, restoration or replacement or additional construction being hereinafter referred to as the "work"), to be paid out from time to time to Lessee as the work progresses upon Lessee's written request; provided that Lessee shall proceed with reasonable promptness to complete the work. Such written request by Lessee shall be

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