

after termination of this lease all fixtures, appliances and improvements belonging to it; provided that any damage or disfigurement to the premises caused by such removal shall be promptly repaired.

13. DESTRUCTION OF IMPROVEMENTS: Should the building upon the leased premises be totally destroyed by fire or other casualty, or damaged to such an extent as to render it wholly unfit for occupancy, then this lease may be cancelled by either of the parties by giving notice within thirty (30) days after the occurrence of such fire or other casualty. However, if the damage is such that rebuilding or repairs can be completed within one hundred twenty (120) days, and at a cost not to exceed sixty (60%) per cent of the fair market value of the building immediately prior to said fire or other casualty, then the Landlord covenants and agrees to make such repairs with reasonable promptness and dispatch, to notify Tenant within fifteen (15) days from date of such fire or other casualty of its intention to make such repairs, and to grant to Tenant such a reduction or remission of rent, either in whole or in part, as shall be just and proportionate, and the parties covenant and agree that the terms of this lease shall not be otherwise affected.

14. CONDEMNATION: In the event the premises are made subject to a proceeding by which the right of eminent domain is exercised, or any like proceeding, Landozner and Tenant shall join and cooperate in resisting such proceeding, if such resistance is feasible and desirable, and if it is not, shall join and cooperate in prosecuting their respective claims for damages incurred on the successful exercise of such right or proceeding. Tenant reserves unto itself all damages awarded which are based upon its leasehold interest and ownership of trade fixtures, signs and equipment or interruption of business.

If the whole of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this lease, all obligations of the Tenant shall cease upon the date of the taking or, at the option of the Tenant, at any time after the filing of a declaration of taking under condemnation, and any unearned rent paid by Tenant shall be refunded.

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