

shall be passed through to Tenant and usable by Tenant in the event replacement and/or repairs are necessary.

ARTICLE IX  
ALTERATIONS AND MODIFICATIONS

Tenant shall make no alterations, additions or improvements, to the leased Premises without the prior written consent of Landlord. Any such improvements or alterations shall be made at Tenant's expense and subject to inspection by Landlord. All such improvements, except trade fixtures, shall, at Landlord's option, remain on the Premises as property of the Landlord without compensation to Tenant, or shall be removed therefrom and the Premises restored to its original condition at cost of Tenant. Provided, however, that the provisions of this Article shall not apply to those improvements to the premises which Tenant is obligated to make pursuant to Paragraph 1(d) of Article III hereof.

ARTICLE X  
CASUALTY LOSSES AND INSURANCE

1. No partial destruction of or damage to any building or improvement on the leased property by fire, windstorm, or any other casualty shall entitle the Tenant to surrender possession of the leased property, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent then due or thereafter becoming due under the terms hereof. In the event of damage to or partial destruction of the leased property by fire or other casualty, the Tenant, at its sole expense, shall promptly restore the leased property as nearly as possible to its condition prior to such damage or destruction.

2. In the event the leased property is totally destroyed as a result of fire, windstorm or any other casualty, the Tenant at its option shall have the right, either to promptly replace and rebuild the leased premises or to terminate this Lease. Any proceeds of insurance becoming payable under Paragraph 3(a) of this Article because of the partial or total loss of improvements shall be paid into escrow for the use of the Tenant subject to the Tenant's obligation to restore the leased property as provided herein; provided that if the Tenant should elect as provided herein to terminate the Lease upon total destruction, the entire proceeds of such insurance shall be payable to the Landlord. Proceeds payable to Tenant shall, if required by Landlord, be placed with an escrow agent to be agreed upon by the parties (If the parties cannot agree, the escrow agent shall be a National Bank doing business in South Carolina to be designated by Landlord) subject to the terms of this Agreement. Tenant shall be entitled to the earnings, if any, on such escrow account which shall be invested by the escrow agent with due regard to preservation of principal. Proceeds of any rent insurance payable under Paragraph 3(b) of this Article shall be paid to the Landlord, and all amounts so paid shall be credited against rents which would otherwise be due hereunder by Tenant to Landlord.