

(6) That he will not assign this lease or sub-let the demised premises or any part thereof, without the written consent of the said party of the first part thereto first had and obtained; such consent, however, not to be necessary in case of the vesting in or assignment of this lease to any firm or firms in which the said party of the second part is a member or any corporation which may be formed for the taking over and carrying on of the business now conducted and carried on by the party of the second part under the name or style of F.M.Kirby & Co.,

AND IT IS FURTHERMORE HEREBY AGREED;-

(1) That on payment by the said party of the second part of the yearly rent aforesaid, and the performance of the covenants herein contained on his part to be performed he, the said party of the second part or his assigns, may at all times during this demise, peaceably hold and enjoy the said premises without let or interruption of the said party of the first part, his heirs or assigns, or of any person claiming by, from or under them or any of them.

(2) That the said party of the first part, his heirs or assigns, will pay during said term, all taxes upon the said demised premises when due and demandable to whomsoever the same may be payable.

(3) That said party of the first part, will during the said term, repair at once such damage to said premises as may render the same untenable by reason of storm, unavoidable accident, or Act of God, and also make such other repairs to said premises as in his judgment and discretion are necessary, for which purposes he shall have the right at any and all times to enter upon the view the premises and every part thereof, and his agents and workmen may at all reasonable times enter upon said premises and make such repairs.

(4) In the event of partial damages by fire not occasioned by the wilful act of the said party of the second part or his assigns, the said party of the first part his heirs or assigns, will repair the same as speedily as possible, and the rent shall continue with an abatement proportionate to the extent of the damage incurred until the damage shall have been fully repaired, when said abatement in rent shall cease. In case the damage shall be so extensive as to render the premises untenable, then the rent shall cease until the said premises shall be put in repair and made tenable. In the event of total destruction by fire or Act of God, the said party of the first part will at his expense and as speedily as possible, restore the said premises.

(5) If at any time during the term of this lease, the premises demised, shall without the fault or neglect of the party of the second part be condemned, or declared unsafe, or shall be ordered or directed to be repaired or rebuilt by the Building Inspectors or other duly constituted authorities of the City of Greenville, the said party of the first part will at his own cost and without delay, make such changes, alterations or repairs as may be required or directed by the said municipal authorities.

(6) All fixtures upon the premises belong to the said party of the second part may be removed by him at the expiration of the term hereby demised, Provided, that all damages to the premises by reason thereof shall be paid for by said party of the second part.

(7) At the expiration of the term hereby demised, or intended so to be, the party of the second part shall have the option to lease the above demised and described premises for the further period of five years beginning January 1, 1915, upon terms identical with those herein set forth, except that the rate of rental shall be made to conform with the actual rental values of the said premises then existing for the second period of five years.

(8) That from and after the completion of the building herein above described within