

between the two buildings, but on the expiration of this lease, the tenant shall replace said wall without cost to the landlord.

(9) Should the building, machinery and equipment, or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should the building be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy or use, this lease shall be terminated at the election of either party, upon giving notice thereof to the other party.

(10) The Lessee shall have the right to assign this lease or to sublet the said premises or any part thereof for the whole or any portion of the said term. If by reason of the sublease, assignment or occupancy, the fire insurance rate is increased, the additional cost of insurance shall be paid by the Tenant herein. In no event shall Efird's Department Store of Greenville, South Carolina, be relieved of its responsibility for the payment of rent and for the performance of all conditions of this lease.

(11) It is further understood and agreed that in the event of any rental assessments or other charges or obligations arising under this lease shall not be paid promptly when due, or in the event that any of the terms, conditions and stipulations of this lease are not performed by the Tenant, and if any such payment remains past due and unpaid for sixty (60) days after written notice by registered mail, addressed to the Tenant at Greenville, South Carolina, then the Landlord shall have the right to cancel and annul this lease and to reenter and take possession of said property at his option, or that of his heirs and assigns, provided, however, that this remedy shall not apply when there is a bona fide dispute as to such rent; but in any such event this agreement shall be merely cumulative and shall not