

work described in Paragraphs eight (8) and nine (9) shall remain fixed, and, if amortized over the ten (10) year period, shall remain due and payable as stipulated in paragraph nine (9) herein.

(b) Should the leased premises or any substantial part of said leased premises be destroyed or so damaged by fire or other casualty to an extent of fifty percent (50) or more of the value thereof, then either party shall have the right to terminate this lease, upon giving to the other party written notice by registered mail of its intention so to do within thirty (30) days from the date of the destruction or damage of said premises or building. In the event of such fire or other casualty, the obligations of the Lessee with regard to the work described in Paragraphs eight (8) and nine (9) shall remain fixed, and, if amortized over the ten (10) year period, shall remain due and payable as stipulated in paragraph nine (9) herein.

If the Lessor and the Lessee fail to agree as to the extent of destruction or damage to the leased premises, each shall, on the written demand of either, made within thirty (30) days from the date of the destruction or damage, select a competent and disinterested appraiser. The appraisers shall select a competent and disinterested umpire, and, failing for five days to agree upon such umpire, then, on the request of either the Lessee or the Lessor, such umpire shall be selected by the Judge of the Greenville County Court. The appraisers shall then appraise the loss, setting forth in writing the percentage of the leased premises damaged or destroyed and, failing to agree, shall submit their differences to the umpire, the agreed percentage of loss by any two shall determine the amount of loss. The Lessor and the Lessee shall pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

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