

THIRTEENTH. In case said premises are damaged by fire or other casualty, Landlord shall repair said premises so as to restore the same as nearly as reasonably possible to their condition prior to such damage and may use all insurance proceeds therefor, the work to be commenced within a reasonable time and to be completed with due diligence, except for delays due to governmental regulation or unusual scarcity or inability to obtain labor or materials. Any insurance proceeds paid to Landlord on account of such damage shall be held as trust funds to be applied to the repair and restoration of said premises as aforesaid, any excess of such proceeds over the cost of restoration to be held by Landlord and applied to repair any damage caused by a subsequent casualty, and if there is no such subsequent casualty prior to the termination of the term such proceeds shall be the property of Landlord. If said premises are so substantially damaged by casualty not insured against so as to prevent the use thereof by Tenant, then this Lease shall terminate as of the date of such damage unless Landlord, at its own expense, repairs or rebuilds said premises so as to restore the same as nearly as reasonably possible to their condition prior to such damage, the work to be commenced within a reasonable time and completed with due diligence, except for delays due to governmental regulation or unusual scarcity or inability to obtain labor or materials. If Landlord does not elect to make such repairs, Tenant may elect to make such repairs by prompt notice to Landlord and in such event this Lease shall not terminate; and otherwise the Lease shall terminate without further liability for rent on the part of the Tenant for the remainder of the term. In the event of partial damage to the premises, a just proportion of the rent according to the nature and extent of the injury shall be abated.

FOURTEENTH. Landlord agrees to pay to Alester G. Furman Co., Greenville, S. C., Agent, as compensation for its service