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persons therefrom as tenants holding over after the expiration of their lease and for nonpayment of rent; and said Lessee hereby waives notice of such intention or fact of termination; and in such event, at the option of said Lessor, this lease shall end; and that upon its termination in any manner said Lessee hereby agrees to vacate said premises immediately and to surrender to said Lessor or his agents the possession thereof peaceably and in as good condition as they are now in, reasonable wear and tear and use thereof excepted. Provided that this paragraph shall not be construed to deprive the Lessee of the privilege hereinabove granted it to continue in possession of the premises for three (3) months if the Lessor shall decide to terminate the contract because of partial destruction or damage exceeding twenty-five (25%) per cent of the building.

It is further agreed that in the event of litigation regarding any of the terms hereof, the occupancy of said premises or any other matter relating thereto, it shall be lawful for any judge of the Court of Common Pleas of South Carolina, or other court having jurisdiction, upon application to him, ex parte or otherwise, on behalf of said Lessor, to appoint, with or without notice to said Lessee, a receiver for said premises, to collect the rents thereof pending such litigation and dispose of the same as directed by the court.

And it is finally agreed that the terms and conditions hereof shall extend to and bind the successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the said Lessor has subscribed his name and affixed his seal and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed by its officer S. M. Cassels, President

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(who is duly authorized thereto) to this lease and a duplicate