

DEFAULT BY OWNER

18. Owner hereby agrees that in the event of any breach or default by Owner, that, in addition to, but not in limitation or exclusion of any other right or remedy which Lessee may have, rent shall be abated until such time as Owner shall have remedied the breach or default. Any unearned rent paid in advance and/or any sums expended by Lessee to remedy Owner's breach or default shall be refunded to the Lessee on demand, or the whole or any part of such advance rent or expenditures at Lessee's option may be deducted from subsequent installments of rent. Lessee may at its option, upon giving at least two (2) days' notice to the Owner, remedy Owner's breach or default, at Owner's cost and expense.

WARRANTY

19. Owner warrants that it is the sole owner of the demised premises in fee simple, and that the same is free and clear of all liens and encumbrances.

QUIET POSSESSION

20. Owner shall put Lessee in possession of the demised premises and covenants and agrees that during the continuance of this lease, or renewals thereof, Lessee shall have quiet possession and enjoyment of the premises.

ASSIGNMENT

21. Lessee shall not assign this lease or sublet the premises without the consent in writing being first obtained from the Owner, which consent shall not be unreasonably withheld.

PARTIES AFFECTED

22. This agreement shall be binding upon the parties hereto, their successors and assigns.

AUTHORITY OF PARTIES

23. Owner and Lessee each warrants that it is duly authorized and empowered to execute this lease agreement by the officers signing on behalf of the respective parties.

NOTICES

24. Any notice, demand, or communication, whatever intended for the Owner or the Lessee, shall be served or given by United States registered mail; if intended for the Lessee, it shall be addressed to the Lessee at its principal office, 29-10 Thomson Avenue, Long Island City 1, N.Y.; and if intended for the Owner it shall be addressed to Owner at 303 East McBee Avenue, Greenville, South Carolina; provided, however that any such notice, demand or communication shall be sent to such other address as shall from time to time be designated by either party by notice in writing sent by registered mail as aforesaid.

IN WITNESS WHEREOF, Owner and Lessee have caused their corporate seals to be hereunto affixed and these presents to be subscribed and executed by their duly authorized officers the day and year first above written.

WITNESSES:

B.C. Woody
C. T. Wood

CHESTNUT HILLS, INC. (SEAL)

BY R. C. Hughes Sec.
Owner

Arthur V. Brown
Dorothy V. Smith

SUNSHINE BISCUITS, INC. (SEAL)

BY Hanford Main
Hanford Main, President
Lessee

