

any manner prohibited by Part 15 of the Federal Aviation Regulations. Non-compliance shall constitute a material breach and, in the event of such noncompliance, the United States Government or the Landlord shall have the right to take such action as the government may direct to enforce compliance. It is understood and agreed that none of the privileges granted under this agreement shall be exclusive and it shall always be within the power of the Landlord to grant to other parties such leases and privileges as it may deem to be in the best interest of aviation and the City and County of Greenville. It is further understood and agreed that the use of all landing areas and taxiways shall be open at all times to all persons, firms and corporations desiring to use the same, provided only that they shall be required to use the same in accordance with the rules and regulations of the Federal Aviation Administration and in compliance with the laws of the State of South Carolina and rules and regulations of the Greenville Airport Commission.

(5) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended.

(6) It is further understood and agreed that the Tenant shall cooperate with Landlord in every reasonable plan to aid and maintain an up-to-date airport; it being agreed and understood between the parties hereto that Tenant shall be subject to all rules and regulations as written, posted and adopted by the Greenville Airport Commission, and its Airport Manager shall at all times be in full and complete charge of said airport in its entirety and his directions as to policy shall be final and conclusive upon the Tenant.

(7) It is agreed that time is of the essence for the payment of rents and in the event of failure to pay any installment of rent on the due date, or upon the breach of any of the covenants or agreements herein

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