

building in a proper condition suitable to its business operation and shall be responsible for the maintaining, in good order, of the plumbing, heating and air conditioning systems and other minor expenses, repairs and adjustments. The Lessee shall have the privilege of erecting a sign on said premises if he so desires.

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7. Should the leased premises be destroyed or so damaged by fire or other casualty during the lease period thereby rendering the same unfit for occupancy, then this lease shall cease to operate during the time that said premises shall be unfit for occupancy; that if total destruction is occasioned then this lease is automatically terminated; if only minor destruction is occasioned, yet leaving the premises fit for occupancy, then the Lessors agree to restore and repair within a reasonable time.

8. The Lessee covenants and agrees that he will save harmless and indemnify the Lessors from, and agrees that, all loss, liability or expense that may be incurred by reason of accident, neglect or misadventures to persons or property arising from or in any way growing out of the use, misuse or abuse of the premises hereby leased.

9. It is further understood and agreed that should any installment of rent be past due and unpaid for a period of thirty (30) days, or should the Lessee fail to perform any of the other terms of this lease, then and in that event, the Lessors may, at their option, after giving fifteen (15) days written notice, either

(1) Declare the full rental price for the entire term due and payable and re-rent the same, deducting the rent collected from said venture from the amount due and owing by the Lessee to the Lessors;

(2) To terminate said lease, enter and take possession, free of any claims or rights of the Lessee, his successors or assigns, yet retaining the right to recover any unpaid amounts due at said time by the Lessee unto the Lessors.

10. The failure of the Lessee or the Lessors to take advantage of any default of the terms herein shall not be considered a waiver thereof.

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