

rent shall be apportioned for the amount of space and utilization of the premises affected. In the event of a partial destruction by fire or storm, or other hazards, of the leased premises so that business can still be effectively operated, then this Lease shall not terminate and the Landlord shall promptly reconstruct and restore the remainder of the building and other improvements on the leased premises so that the improvements reconstructed when completed shall be substantially the same in character as prior to the partial taking. During the time of reconstruction, the rent shall be proportioned according to the use Tenant makes of the premises.

It is understood by and between the parties hereto that the Tenant shall have the right and option to cancel the entire Lease and agreement in the event the premises are completely destroyed by fire or storm.

4. ASSIGNING OR SUBLETTING: Tenant agrees not to assign this Lease or sublet the demised premises or any portion thereof, without the written consent of the Landlord, it being understood that the premises may be used for any lawful purpose in connection with the Tenant's business, but no nuisance shall be permitted on said premises or anything done which would cause the insurance premium rates to be increased by the use of the premises by the Tenant provided, however, that this section not apply to individuals living on the property herein leased under the authority of the South Carolina State Department of Mental Retardation.

5. TERMINATION: It is further expressly understood and agreed that in the event there may be a default of the rental hereinabove referenced or breached by the Tenant of any covenant contained herein, and such default or breach by the Tenant shall continue after thirty (30) days written notice, then and in such event, it shall be lawful for the Landlord to re-enter the premises, or any part thereof, in the name of the whole and thereupon, this Lease shall, at the option of the Landlord, absolutely terminate; it is further covenanted and agreed between the parties hereto that any adjudication that the Tenant is bankrupt or otherwise insolvent, it shall be deemed to constitute a breach of this Lease, and thereupon, ipso facto and without entry or other action by Landlord, this Lease shall become terminated and notwithstanding any other provision of this Lease, Landlord shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent for the balance of said Lease, less the fair rental value of said premises for the residue of said term.

6. RIGHT TO REMOVE EQUIPMENT UPON TERMINATION: All movable equipment and trade fixtures which shall be placed on or installed in or about the premises by the Tenant shall remain the property of the Tenant and Tenant shall have the right to remove same at termination of this Lease, provided that Tenant shall not be in default hereunder and provided further that Tenant shall repair or reimburse the Landlord for the costs of repairing any and all damages resulting to the demised premises from the removal of such equipment.

7. TIME: All times and notices required herein are to be strictly construed and it is understood by and between the parties hereto that time is of the essence.

8. BINDING EFFECTS: The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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