

can be repaired within sixty (60) days at a cost not exceeding fifty percent (50%) of the fair market value preceding said damage, said building shall be repaired by Landlord as quickly as is reasonable, and this lease shall remain in full force and effect, provided rent shall be abated for any part of said building which is rendered unfit for occupancy for the period of such unfitness.

(11) If the Tenant or Landlord shall be adjudicated a bankrupt or voluntarily petition for bankruptcy, or be placed in the hands of a receiver or make an assignment for the benefit of creditors, Landlord or Tenant may, at its option, declare this lease terminated and take immediate possession of the premises.

(12) Any fixtures or other property of the Tenant placed in or upon or affixed or attached to the leased premises shall remain its property, and Tenant shall have the right to remove the same upon vacating the premises or at any time prior thereto, provided Tenant shall first make satisfactory arrangements to restore the premises, at its expense, to the same condition as when the fixtures were installed and providing all rents due have been fully paid and Tenant is not in default in any way.

(13) It is mutually agreed that this lease shall be subordinate to any mortgage that may be placed on the apartment project without any further action upon the part of Tenant. Notwithstanding the foregoing, Tenant agrees to execute any documents in addition to this lease which may be required in connection with such subordination.

(14) Notices under or in connection with this lease shall be mailed to Tenant at P. O. Box 9478, Greensboro, North Carolina 27408, and to Landlord at 926 Cleveland Street, Greenville, South Carolina, until written notice to the contrary.

(15) If any rent payable by Tenant shall remain unpaid for more than five (5) days after the same becomes due and payable, or if the Tenant should violate or default in any of the other covenants and agreements herein set out and said default continues for a period of fifteen (15) days after written notice thereof, Landlord may, at its option, declare the lease terminated and take immediate possession of the premises, or it may institute suit to enforce said agreement, and, in the latter event, Tenant shall be liable

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