

of the increase in net annual rent, if any, the Tenant shall continue to pay the net annual rent for the preceding period, and when the increase, if any, has been determined, the Tenant on the first day of the month immediately following the furnishing by the Tenant to the Landlord of the computation thereof, shall pay to the Landlord the number of installments that shall have elapsed from the commencement of the five (5) year extended lease term up to, and including, the first day of such month.

(c) If publication of the consumer price index for all items, United States, all city average, shall be substantially changed, modified or discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living on a national average, as they shall be computed and published by an agency of the United States or by a reasonable financial periodical or recognized authority then to be selected by the parties hereto, or if the parties cannot agree upon a selection, by arbitration.

(17) This lease shall be construed under the laws of the State of South Carolina.

(18) The remedies set forth herein in all instances are not exclusive but cumulative and in addition to all other remedies which may exist under the law.

(19) This lease agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement in duplicate the day and year first above written.

In the presence of:

Blaine B. Scott
James A. Wiley

V. H. W. GROUP (SEAL)

By Walter L. Weeks
Partner

Landlord
AMERICAN DAY NURSERIES, INC. (SEAL)

Robert L. Smith
James A. Wiley

By W. Herbert Turner, Jr.
Tenant

RECORDED APR 17 '75 At 12:20 P.M.

24031