

leasehold improvements made by the Lessee during the original term hereof. If less than substantially all of the leased property shall be taken (so that the business can still be effectively operated), this lease shall not terminate and the Lessee shall promptly reconstruct and restore the remainder of the building or buildings and other improvements on the leased property so that the remainder of the building or buildings and other improvements when complete shall be substantially the same in character as prior to such partial taking. The proceeds from the condemnation proceeding of such partial taking shall be paid to the Lessee in the amount so expended by it for restoration and reconstruction of the premises with the balance of said proceeds to be paid to the Lessor. The Lessee shall have the option to terminate the lease without further liability or continuing the same at a reduced rental in an amount to be agreed upon by the parties or determined by a board of arbitrators in accordance with the procedures set forth in Section 10-1901, Code of Laws of South Carolina, 1962, as amended.

12. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any other covenants on the part of the Lessee herein contained, and such default or breach shall continue after thirty days' written notice to Lessee, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon, the lease shall, at the option of the Lessor, absolutely terminate; provided that in the case of a breach of covenant other than non-payment

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