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4. Taxes. The Tenant shall pay all ad valorem property taxes on the premises including the improvements. The Tenant shall pay all license fees and occupancy taxes covering the conduct of its business and all taxes and charges for water, gas, and electric current, and any other public utility or service used by said Tenant.

5. Lawful Use of Premises. Tenant covenants and agrees that it will comply with and observe all laws, statutes, ordinances or regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon and that it will not commit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation. This lease is contingent upon the zoning statutes and ordinances of the City and County of Greenville permitting the construction on the demised premises of a local or neighborhood commercial shopping center and the use of the premises for such purposes as of the date of the commencement of the term hereof.

6. Assignment or Subletting. The Tenant may assign its rights under this lease and may sublet all or part of the property covered hereby. In the event that the Tenant assigns or sublets this lease, in whole or in part, the Tenant covenants and agrees that it will remain primarily liable for the payment of rent and the faithful performance of all of the terms and conditions of this lease. The Lessee shall have the full right and power to borrow money upon the leasehold estate herein demised (but not upon the fee or reversionary estate of the Lessor) for the purpose of erecting permanent buildings and improvements thereon which borrowed money may be secured by a mortgage covering said leasehold estate, together with such buildings and improvements. The owner and holder of such note and mortgage evidencing said borrowing shall be entitled to foreclose upon the leasehold estate and to become the owner thereof or to otherwise dispose of the same according to the laws of this State only after having given written notice to the Landlord that a default exists and gives the right to the Landlord within thirty days after receipt of such notice to cure the default and assume the Tenant's obligations under the note and mortgage in full. The owner and

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