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occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenants therefor; but during the period the Tenants shall be unable to occupy the premises as hereinbefore provided, the rental therefor shall be abated; and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

21. The waiver by the Landlord of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of such covenant or agreement or any subsequent breach of the same or any other covenant or agreement herein contained. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenants of any covenant or agreement of this Lease, other than the failure of the Tenants to pay the particular rental so accepted, regardless of the Landlord's knowledge of such breach at the time of acceptance of such rent.

22. It is understood and agreed by the parties that this Lease Agreement shall be interpreted under and with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Lease Agreement on the day and year first above written.

WITNESSES:

Robert D. Brown
Terisa E. Alexander

Lawrence H. Baker
Peter M. Powell

Robert D. Brown
Terisa E. Alexander

BEREA PLAZA JOINT VENTURE, Landlord

By Harry Lerner
Harry Lerner, Partner

Randy Bryant
RANDY BRYANT, Tenant

Karen Bryant
KAREN BRYANT, Tenant

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