

(d.) If all or a portion of the Premises are condemned or otherwise taken for public or quasipublic use for a limited period of time, this Lease shall remain in full force and effect, and Lessee shall continue to perform all of the terms, conditions, and covenants of this Lease; provided, however, that the Rent and Additional Charges shall abate during the limited period in proportion to the portion of the Premises that is rendered untenable and unusable as a result of the condemnation or other taking. Lessor shall be entitled to receive the entire award made in connection with any such temporary condemnation or other taking.

18. Applicable Law

This Lease shall be construed and enforced in accordance with the Laws of the State of South Carolina.

19. Notice

Any and all notices between Lessor and Lessee required hereunder or otherwise shall be in writing delivered to the Lessor at:

E. L. Pooser, Jr.
6334 St. Andrews Road
Columbia, SC 29210

and to the Lessee at:

Dozier H. Helmly
1421 West Poinsett Street
Greer, SC 29651

20. Whole Agreement and Entire Understanding

This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly herein set forth or mentioned. Each provision of this Agreement shall be binding independently of any and all other provisions of this Agreement, and no provision or part thereof shall be deemed void or invalid by reason of the invalidity of or unenforceability of any other provision of this Agreement or part thereof.

21. This Agreement shall be executed in triplicate originals, each of which when executed shall be deemed an original and shall constitute one and the same Agreement. This Agreement will not be binding or enforceable on either party unless and until signed by both parties and then will be binding on the parties, their heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Lessor, through its undersigned general partners, and the Lessee have hereunto set their hands and seals to three counterparts of this Agreement, each of which shall constitute an original, this 1 day of April 1983, at Columbia, South Carolina.

McBirts of Greer, a General Partnership

Betty H. Norris
Witness

by: [Signature]
E. L. Pooser, Jr., General Partner

Betty J. Smith
Witness

by: [Signature]
William T. Taylor, General Partner

Lila G. Babs
Witness

[Signature]
Dozier H. Helmly - Lessee

Laura Beasley
Witness

