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FAILURE TO DELIVER PREMISES. The failure of the Landlord to deliver actual possession of said premises at the time and in the condition provided in the paragraph hereof captioned "Delivery of Premises" shall give Tenant, in addition to such other rights as Tenant may have under the common or statutory law of the State of South Carolina, the right either (1) to rescind the lease by giving notice to Landlord or (2) to waive such default by Landlord, or (3) to postpone the date of commencement of the term of this lease.

RENTAL. In consideration of the demise and leasing of the premises aforesaid by said Landlord, the Tenant covenants, stipulates and agrees to pay to the Landlord as rental for said premises hereinabove described, the sum of Seven Thousand Five Hundred (\$7,500) Dollars per annum, payable in the sums of Six Hundred and twenty-five (\$625) Dollars per month, monthly in advance on the first day of each month during the continuance of the term of this lease. Rental for a part month, if any, shall be appropriately prorated. Until it receives other instructions in writing from Landlord, the Tenant shall pay such rent by check payable to the order of Luther M. Davenport, 2300 Bay Avenue, Sunset Island Three, Miami Beach 40, Florida.

The party herein designated as Landlord, on behalf of himself and his successors in interest, hereby covenants and agrees that prompt notice will be given Tenant of the death or legal incapacity of the party herein designated as Landlord or any of his successors in interest, and of any transfer or other conveyance of any interest in the leased premises. It is further covenanted and agreed that all payments made in accordance with the provisions hereof, prior to receipt by Tenant of written notice of any change in said interest, shall fully and effectively discharge Tenant from any liability for the rent covered by such payments and that the party herein designated as Landlord and his successors in interest will hold Tenant harmless from any further liability therefor.

Tenant shall not be required to make any change in the disbursements as hereinabove set out until it has been furnished with a valid written authorization signed by the party or parties affected or their proper legal representatives.