

immediately due and payable, as if by the terms of this lease said payments were all payable in advance at the beginning of the lease and resort to any legal remedies at law or in equity for the enforcement or collection of the rent, or to recover damages for the breach of said covenants; and/or (b) Landlord may take possession of the premises and thenceforth hold the same free from any right of Tenant, its successors, heirs or assigns, to use said demised premises, but the Landlord shall, nevertheless, have the right to recover from Tenant any and all amounts which under the terms hereof may be due and unpaid for the period which the premises were actually occupied, and Landlord shall be the owner of any fixtures installed by Tenant or any occupant holding under Tenant as liquidated damages for failure of Tenant to comply with the terms of this lease.

UTILITIES

9. The Tenant agrees to pay for all electricity, water, gas, fuel oil and other utilities used by Tenant in the demised premises.

DESTRUCTION OF BUILDINGS

10. ~~In the event the demised premises should be partially or totally destroyed by fire or other casualty so as to render the same partially or totally untenable, the Landlord shall with due diligence repair, restore and rebuild said demised premises to the same condition in which they were just previous to such destruction, at his option, and the rental due and payable hereunder shall be abated either totally or proportionately, as the case may be, from the date of such destruction until thirty (30) days after the said premises have been repaired, restored and rebuilt as aforesaid, or until the date Tenant actually begins occupancy of said premises. Provided, that in the event the Landlord elects or fails to commence the repair, restoration or rebuilding of said premises within thirty (30) days after such destruction, then Tenant may, at his option, give five (5) days notice in writing to the Landlord cancelling and terminating this Lease Agreement.~~

NOTICES

11. All notices or requests under this lease shall be given by registered or certified mail. Notices to the Landlord shall be addressed to the person and to the address at which rent last has been paid. Notices to Tenants shall be addressed to the person and to the address which the Tenant shall have designated in writing. If properly addressed, notices or letters sent by registered or certified mail shall be deemed given and served upon receipt of notice of delivery signed by the addressee.

Law Offices
Horton, Drawdy, Dillard,
Marchbanks, Chapman
and Brown, P. A.
Greenville, S. C.