

Owner from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Owner to bring such action or proceedings for the recovery of any deficits remaining unpaid as Owner may deem favorable from time to time, without being obligated to await the end of the term hereof for the final determination of Tenant's account. Any balance remaining however, after full payment and liquidation of Owner's account as aforesaid shall be paid to Tenant with the right reserved to Owner at any time to give notice in writing to Tenant of Owner's election to cancel and terminate this Lease and upon giving of such notice and the simultaneous payments by Owner to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other.

3. No waiver by the Owner of any breach of any one or more of the terms, covenants, conditions and agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder, and the failure of Owner to insist upon the strict performance of the terms, conditions, covenants, and agreements herein contained, or any of them, shall not constitute or be considered as a waiver or relinquishment of the Owner's rights thereafter to enforce any such default or term, condition, covenant, or agreement, and the same shall continue in full force and effect.

4. In the event Owner neglects to pay when due, any obligations on any mortgage or encumbrance affecting title to the Leased Premises and to which this Lease is subordinated, or fails to perform any obligations specified under this Lease, the Tenant, after continuance of any failure or such default for twenty (20) days after notice in writing thereof by Tenant, may pay said assessments, principal, interest or charges or cure such default, all on behalf of and at the expense of Owner, and do all necessary work and make all necessary payments in connection therewith, and Owner agrees thereafter on demand, to pay Tenant forthwith the amount so paid by Tenant together with interest thereon at the rate of six per cent (6%) per annum and agrees that Tenant may withhold any and all rental payments and other payments thereafter due to Owner and apply same to the payments of such indebtedness, or, alternatively, Tenant may cancel and terminate this Lease by written notice to Owner given within thirty (30) days following such twenty- (20-) day period.

ARTICLE XX.

INSOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any state, a Petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or if there is an assignment by operation of law, or if Tenant makes application to Tenant's creditors to settle or compound or extend the time for payment of Tenant's obligation, or if any execution or attachment shall be levied upon any of the Tenant's property or the Leased Premises are taken or occupied or attempted to be taken or occupied by someone other than the Tenant, then this Lease shall at the Owner's option be

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