

to the partial destruction. During the time of reconstruction, the rent shall be proportioned according to the use Lessee makes of the premises.

It is understood by and between the parties hereto that the Lessee shall have the right and option to cancel the entire lease and agreement in the event the premises are completely destroyed by fire.

ASSIGNING OR SUBLETTING: Lessee agrees not to assign this lease or sublet the demised premises or any portion thereof, without the written consent of the Lessor, it being understood that the premises may be used for any lawful purpose in connection with the Lessee's business, but no nuisance shall be permitted on said premises or anything done which would cause the insurance premium rates to be increased by the use of the premises by the Lessee.

TERMINATION: It is further expressly understood and agreed that in the event there may be a default of the rental hereinabove referenced or breach by the Lessee of any covenant contained herein, and such default or breach shall continue after thirty (30) days' written notice to the Lessee, then and in such event, it shall be lawful for the Lessor to re-enter into and upon the premises, or any part thereof, in the name of the whole and thereupon, this lease shall, at the option of the Lessor, absolutely terminate; it is further covenanted and agreed between the parties hereto that any adjudication that the Lessee is bankrupt or otherwise insolvent, shall be deemed to constitute a breach of this lease, and thereupon, ipso facto and without entry or other action by Lessor, this lease shall become terminated and notwithstanding any other provision of this lease, Lessor shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent for the balance of said lease, less the fair rental value of said premises for the residue of said term. The Lessee and Lessor have the right to mutually terminate the lease at any time.

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