

## TITLE TO REAL ESTATE

and kind which may at any time be established against said demised premises or any part thereof as consequence, direct or indirect, of the existence of the tenant's interest in the demised premises under this lease and arising out of any breach by tenant of any covenant in this lease; (2) any and all liability, loss, cost, damage or expense caused by any act of omission or commission by tenant which has been herein directly provided against arising out of or directly or indirectly due to the failure of the tenant in any respect promptly and fully to satisfy its obligations under this lease.

All of the covenants, agreements, conditions and undertakings of this lease and the provisions for notices and the service thereof in this lease provided shall extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and same shall be construed as running with the land.

None of the covenants, terms and conditions of this lease to be kept and performed by landlord and/or tenant shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument duly signed by the party against whom it operates.

It is agreed that if the rent for any period to be paid to landlord by tenant hereunder shall not be equal to the total of all deductions to be made therefrom as herein provided, then out of said rent all accrued interest shall first be deducted and the balance, if any, shall then be applied upon the principal sum or sums or other sums due to tenant from landlord pursuant to the provisions of this lease, and any and all unpaid balances or remainder in each and all such instances shall be carried forward cumulatively and deducted from the ensuing installments of rent until same have been fully repaid by landlord to tenant.

In the event of the taking in the exercise of the power of eminent domain or like power of the whole or any part of the demised premises any award or awards made therefor shall be apportioned between landlord and tenant, tenant to receive that part of the award based upon the value of this leasehold for its then unexpired term together with such other elements of damage or loss to tenant including good will, loss of business, fixtures, etc. as shall be properly attributable to tenant, its successors or assigns and also in such event tenant may, if more than 10' of the depth of said demised premises or any part whatsoever of the width thereof be so taken, at its option cancel/and terminate this lease and all rentals and all payments by and obligations of tenant hereunder shall cease and any unearned rent paid or other payments made in advance by tenant together with all other amounts owing to tenant by landlord shall immediately become due and payable and shall immediately be repaid to tenant by landlord or tenant may at its option if less than the whole of the demised premises be so taken, elect to continue in possession of that part thereof not so taken and in such case this lease as to such part not so taken shall continue in full force and effect except that the fixed rent payable hereunder shall be reduced proportionately. The fixed rent payable hereunder shall likewise be reduced proportionately even though the portion of the demised premises so taken is too small to give tenant the right or option to cancel and terminate this lease as above set forth.

Anything to the contrary herein contained notwithstanding, tenant shall have the right to contest by appropriate legal proceedings to the highest appellate court having jurisdiction the question of law and/or fact as to whether or not the tenant has lived up to the terms, conditions and covenants of this lease and in the event of final decision of such question adverse to the tenant, the tenant shall have sixty days from the date of the entry of such final decision to comply with the terms, conditions and covenants of this lease and the remedies of the landlord herein set forth or permitted to the landlord by the laws of the State of South Carolina shall be stayed until sixty days after the entry of such final decision; and in the event that tenant, within said sixty (60) days, shall have made good such default and complied with the terms, conditions and covenants of this lease, as found or determined in such decision, such decision and/or judgment shall be deemed to be fully satisfied and shall be vacated and discharged of record by landlord and this lease shall continue in full force and effect as if such default had never existed; provided, however, that the tenant hereby agrees to indemnify landlord from and against any and all damages including penalties, fines and reasonable attorneys' fees that may arise.

All rental payments under this lease shall be paid by check and sent as follows;  
 \_\_\_\_\_ per cent of the fixed rent and \_\_\_\_\_ per cent of the percentage rent,  
 if any, to the order of \_\_\_\_\_ and sent to \_\_\_\_\_ addressed to \_\_\_\_\_  
 in the City of \_\_\_\_\_ State of \_\_\_\_\_.  
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 in the City of \_\_\_\_\_ State of \_\_\_\_\_.

Said rental payments shall be made to such other parties or to such other places as may from time to time be agreed upon in writing by the respective landlords and tenant and in the event that no place is designated at which said rental payments or either of said rental payments shall be made, payment may be made to any national bank then doing business in said