

16. CONDEMNATION. If the demised premises, or any part thereof, shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to it. In the event that only a portion of the demised premises shall be taken by condemnation or other proceeding, and the remaining part of the premises shall be reasonably usable by the Tenant, and if the Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the amount of floor space in the demised premises is reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of said premises are taken, whether or not the Tenant elects to terminate this lease, all parties shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

17. FORFEITURE FOR FAILURE TO PAY RENT. The Landlords hereby agree that the Tenant, upon paying the rentals as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy said premises during the original and any extended term hereof, free from the adverse claims of any person, firm or corporation.

That if the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by certified mail to Tenant at its home office in Charlotte, North Carolina, or at a later

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