

default, or (b) the Landlord may at his option declare the fixed rent for the entire unexpired term immediately due and payable, and resort to any legal remedies at law or in equity for the enforcement of collection of the rent, or to recover damages for breach of said covenants, and may re-enter the premises as agent of the tenant upon such terms as the Landlord shall consider reasonable and receive the rent therefrom, applying the same first to the payment of such expenses as the Landlord may be put to in re-entering and re-leasing said premises, and then to the payment of the rent for the entire term of said lease, and said re-entry shall not terminate this lease or be considered the acceptance by Landlord of the surrender of this lease. Should the said term at any time be ended under the terms and conditions hereof, or in any other way, the Tenant hereby covenants and agrees to surrender and deliver up the said premises and property peaceably to the said Landlord immediately upon the termination of said term. In addition to the rights to terminate, and all other remedies set forth in this paragraph, the Landlord shall also have all other rights and remedies which may be available under the laws of the State of South Carolina, subject to the conditions applicable to Landlord's right to terminate hereinbefore provided.

NEW BUILDING. Promptly after possession of the premises is delivered to Tenant, the Tenant agrees, at no cost to Landlord, to raze the old building now standing on a portion of the demised premises and thereafter to construct thereon a building or buildings containing a minimum of twenty (20) modern motel or hotel bedrooms, each with a bathroom, the cost of which shall be at least One Hundred Thousand (\$100,000.00) Dollars, including furniture, furnishings, equipment, buildings and other improvements.

It is understood that these rooms will be constructed so that they may be operated and used in conjunction with a motor hotel now situated and operated on property adjacent to the premises herein demised. It is further understood that any building or buildings containing such bedrooms and bathrooms so constructed shall be partially located on a narrow strip of land, not belonging to the Landlord herein, but adjoining the premises herein demised on the westerly side, in order that said building