

16. The rights, powers, elections and remedies of each of the parties hereto are cumulative and no one of them shall be exclusive of the other and each shall be a continuing right which shall not be exhausted upon being exercised on one or more occasions and no waiver of the breach of any covenant in this lease shall constitute or be construed as a waiver of any subsequent breach of the same or any other covenant.

17. If any improvements placed on the leased premises by the Lessee are taken under or pursuant to the exercise of the right or power of eminent domain instituted against the Lessors, the Lessee shall be paid from the proceeds an amount equal to the cost of such improvements placed on said leased premises by it after first deducting therefrom that portion of the cost which the Lessee has depreciated or amortized for tax purposes. If less than the entire leased premises are taken under or pursuant to the exercise of a power of eminent domain, this lease shall continue in full force and effect as to the remaining portion of the premises, but the Lessee shall be entitled to an equitable reduction of rental so as to compensate it for the loss of space resulting; provided, however, that if the amount of property taken pursuant to said power renders the continuous use of the said premises by the Lessee impractical, then the Lessee shall at its option have the right to cancel this lease upon ten (10) days' written notice to the Lessors and upon such cancellation the Lessee shall have no further obligation to pay rent or to perform any other covenant or agreement contained herein.

18. It is mutually understood and agreed by and between the parties hereto that all covenants, conditions, agreements, obligations and undertakings shall extend to, inure to the benefit of, and be binding upon the respective heirs, personal representatives, successors and assigns of each of the parties hereto in the same manner and to the same extent as if said heirs, personal representatives, successors and assigns were parties hereto.

19. Any notice required to be given to the Lessee pursuant to the terms of this lease shall be addressed and sent by registered or certified mail to the Lessee at 119 West Eighth Street, Charlotte, North Carolina; and any notice, demand or communication to be given to or made on the Lessors shall be addressed and sent by registered or certified mail as follows:

**The South Carolina National Bank  
Trust Department  
P. O. Box 969, Greenville, S. C. 29602**

or to such other address as may be designated in writing by the Lessors to the Lessee. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified, prepaid wrapper addressed as hereinbefore provided.

20. Words of any gender used in this lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural number shall be held to mean the singular number, when the sense requires.

21. Except as otherwise herein provided, this lease may be altered, amended or revoked in whole or in part prior to the date of its expiration only by written instrument signed by all parties hereto.

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