

or should the Landlord take possession pursuant to legal proceedings, it may either terminate this lease or it may, from time to time, without terminating this lease, re-let the premises or any part thereof for such time or times and at such rental or rentals or upon such other terms and conditions as the Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the premises, and the Tenant shall pay the amount of rent due under this lease to the date of the beginning of payment by any sublessee or sublessees, together with the cost of such re-letting, including the cost of any alterations or repairs to the premises, and the Tenant will thereafter pay monthly during the remainder of the term of this lease the difference, if any, between the rent collected from the sublessee or sublessees and the rent reserved in this lease, if such rent collected is less than that reserved in the lease. No such re-entry or taking possession of said premises by the Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to the Tenant. The waiver by Landlord of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of such covenant or agreement or any subsequent breach of the same or any other covenant or agreement herein contained. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any covenant or agreement contained in this lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

8. Henry V. Dick and Company, Inc., a North Carolina corporation, in consideration of the leasing of the premises described herein to Henry V. Dick and Company of Greenville, Inc., does hereby agree with Landlord that it guarantees and shall be responsible for the performance

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