

repair or restoration, and all labor and materials so furnished and used shall become a part of said premises and shall be and remain the property of Lessor.

In the event the insurance money should prove to be inadequate to restore the property to its former condition, any additional money required so to do, shall be paid by the Lessor to the Lessee or for its account in doing said work, or the Lessee will be permitted to apply future rents to the liquidation of such deficiency.

X.

The above described property is leased by ET&WNC Transportation Company for the operation of its motor freight terminal in Greenville, South Carolina, and the Lessor covenants that it will be permitted to do so under the zoning laws and regulations, the ordinances of the City of Greenville, if these premises are within the City or hereafter taken into the City by annexation or otherwise, and the laws applicable thereto otherwise, provided that Lessee's sole remedy for breach of this covenant will be the termination of this Lease, together with the recovery of such damages it may sustain by reason thereof.

XI.

Lessee covenants that it will not commit, nor will it suffer to be committed by others, any waste of or upon the leased premises and that it will comply with all Federal, State or Municipal laws or regulations.

XII.

Both parties hereto agree that in event of a breach of any of the terms or conditions hereof by either the Lessor or the Lessee, including the payment of the rent by the Lessee as herein provided, continuing for a period of 10 days after written notice thereof from the non-defaulting party, shall vest in such non-defaulting party the exclusive right and option to forthwith

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