shall be \$12,000.00 per annum payable in monthly installments of \$1,000.00 each. During the second extended term, the rent shall be \$15,000.00 per annum payable in monthly installments of \$1,250.00 each. Except for the adjustment in the amount of rent payments as herein provided, each extended term shall be upon the same terms, covenants and conditions as provided in this Lease for the initial term.

- Lease (except pursuant to the provisions of sections 13 (b) and 16 (a)), the Lessee shall surrender to the Lessor the leased premises including all buildings, replacements, additions and improvements constructed or placed by the Lessee thereon with all equipment in or appurtenant thereto, except all moveable trade equipment and fixtures installed by the Lessee, free of subleases and in good condition and repair, reasonable wear and tear excepted. If the Lessee is not in default at the time of such termination, the Lessee may remove all trade equipment and fixtures and personal properties belonging to the Lessee or to any sublessee provided however that the Lessee shall repair and restore and save the Lessor harmless from all damage to the leased premises caused by such removal.
- 23. Arbitration. In cases in which the Lease provides for the settlement of a dispute or question by arbitration, the same shall be settled by arbitration before one disinterested arbitrator if one can be agreed upon, otherwise, before three disinterested arbitrators, one named by the Lessor, one by the Lessee, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of South Carolina as applied to the facts found by him or them. Persons appointed as arbitrators hereunder must have had at least 10 years of experience in the State of South Carolina in a profession or calling connected with the subject matter of the dispute. Where a matter is arbitrated before three arbitrators, the decision of two of the three arbitrators shall control.
- 24. <u>Notices</u>. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the

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