

agreed that the use of all landing areas and taxiways shall be open at all times to all persons, firms and corporations desiring to use the same, provided only that they shall be required to use the same in accordance with the rules and regulations of the Federal Aviation Administration and in compliance with the laws of the State of South Carolina and rules and regulations of the Greenville Airport Commission.

5. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

6. It is further understood and agreed that the Tenant shall cooperate with Landlord in every reasonable plan to aid and maintain an up-to-date airport; it being agreed and understood between the parties hereto that Tenant shall be subject to all rules and regulations as written, posted and adopted by the Greenville Airport Commission, and its Airport Manager shall at all times be in full and complete charge of said airport in its entirety and his directions as to policy shall be final and conclusive upon the Tenant. Tenant shall have the right of appeal to the Landlord from any decision of the Airport Manager which the Tenant regards to be unreasonable within ten days by written notice to the Landlord.

7. It is agreed that time is of the essence for the payment of rents and in the event of failure to pay any installment of rent on the due date, or upon the breach of any of the covenants or agreements herein contained, or if Tenant goes into bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of creditors, or files a petition pursuant to any Federal or State law for the extension of its debts or for reorganization, then, and in any one of such events, the Landlord may:

- (a) Declare the full rental for the entire period due and payable immediately and resort to any or all remedies at law or in equity for the

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