- Page 5 -

public or quasipublic use, under any statute or by right of eminent domain, or private purchase in lieu thereof, such as to render them unsuitable for the business of the Tenant, then this lease, at the option of the Tenant, shall be cancelled and declared null and void, and of no effect and the Tenant shall be liable for the rent only up to such times as of partial taking. In the event of a partial taking which is not extensive enough to render the premises unsuitable for the business of the Tenant, the Landlord shall promptly restore the demised premises to a condition comparable to their condition at the time of said condemnation and the lease shall continue, but starting with the date of such restoration, the rental shall be reduced proportionately. In the event of the occurrence of the contingencies above mentioned or of complete condemnation, rent shall abate corresponding with the time during which the premises may not be used by the Tenant, and the Tenant shall be entitled to receive a prorata refund of any advance rental paid by it for the rental period during which the demised premises were wholly or partially taken.

Nothing herein contained shall be deemed or construed to prevent Landlord or Tenant from enforcing and prosecuting in any condemnation proceedings for the value of their respective interest.

22. In the event the leased premises are annexed to the City of Greenville, South Carolina, and sewer is available to the leased premises, the Landlord agrees at their sole cost and expense, to pay all charges and assessments for sewer improvements and to pay for connecting same to the leased premises, and to pay for taps and meters. The Landlord agrees to pay for all improvements and assessments that may be charged and assessed for paving, grading, curb and gutter, or any other improvements.

The Landlord represents that water is now available for the leased premises and that same will be connected to the leased premises at Landlord's expense, including taps and meters.

- 23. All notices required to be given to the Landlord herein, shall be sent by registered mail to Wayman A. Smith, Greenville, South Carolina, or to such other address as Landlord may direct from time to time by written notice.
- 24. It is further understood and agreed by the parties hereto, that the covenants and agreements herein contained are binding upon each of the parties hereto, as well as upon their respective successors, assigns, heirs, executors, administrators or personal representatives.

IN WITNESS WHEREOF, the Landlords have signed their respective signatures and affixed their respective seals in the presence of those subscribed, and the Tenant has caused its corporate seal to be affixed hereto, subscribed and signed in its corporate name by its duly authorized officers in the presence of those subscribed below, and delivered this lease for the purpose intended, all as of the day and year first above written.

TN THE PRESENCE OF:

Waynan A. Smith, Landlord

(SEAL)

June F. Smith Landlord

_(SEAL)

(Continued on next page)