

mortgagee reasonable means to protect or preserve the lien of the leasehold mortgage on the occurrence of a default under the terms of this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the fee, term or rent under this Lease nor otherwise in any material respect adversely affect any rights of Lessor under this Lease. Lessor agrees to waive any landlord, lien, or other statutory rights he may have in favor of any lender or lessor who makes loans secured by or leases any of the furniture, fixtures, or equipment to be placed in the improvements to be constructed on the Leased Premises.

17. Upon the expiration of this Lease or any renewal or extension thereof, the Lessee shall have the right to remove all equipment placed on the Leased Premises by the Lessee; provided, however, that the Lessee shall repair any and all damage to the Leased Premises caused by such removal and shall leave the Leased Premises in a clean and orderly condition.

18. The Lessor covenants and agrees that he has the legal right to enter into this Lease Agreement and that Lessor will put the Lessee in actual possession of the Leased Premises at the beginning of the aforesaid term and that Lessee, so long as it pays the rent and performs the covenants on its part herein set out, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the full term hereof. Lessor further represents that he owns the Leased Premises in fee simple and that the Leased Premises are free from encumbrances except for current year property taxes and a mortgage to Homer Riddley, Jr. and Willie Mae Riddley recorded October 10, 1978 in the R.M.C. Office for Greenville County, South Carolina in Book 1447 at Page 569.

19. (a) Subject to the provisions of Paragraph 16, the Lessor may give the Lessee five days' notice of intention to terminate this Lease in any of the following circumstances:

(1) Breach: If the Lessee shall be in default in the performance of any covenant of this Lease (other than the covenants for the payment of basic rent or additional rent) and if such default is not cured within 20 days after written notice thereof given by the Lessor; or, if such default shall be of such nature that it cannot be cured completely within such 20-day period, if the Lessee shall not have promptly commenced within such 20-day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(2) Insolvency: If the Lessee shall be unable to meet its obligations as they become due, or shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Lessee's property and such appointment is not vacated within 90 days. For these purposes the

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