

jurisdiction, or if the Lessee shall make a general assignment for the benefit of creditors, or if in any proceedings based on the insolvency of the Lessee or relating to bankruptcy proceedings a receiver or trustee shall be appointed for the Lessee or the leased premises and be not discharged within ninety (90) days, or if at any time during the term hereof the leasehold estate created hereby shall be taken on execution or by any process of law, then the Lessor, at its option, may terminate this lease without notice and may enter and take possession of the leased premises.

12. WAIVER: Except as may be otherwise provided herein, no waiver of a breach of any of the covenants of this lease shall constitute a waiver of any succeeding breach of the same or any other covenant.

13. NOTICES: All notices provided herein shall be in writing to the Lessor at James D. Shives Co. Realtors, 644 E. Stone Avenue, Greenville, S. C. Att: James D. Shives, and to the Lessee at Drawer 338, Greenwood, S. C. Att: A.C. Byrd or at such other place as either party may direct by written notice to that effect.

14. HOLDING OVER: If the Lessee shall remain in possession of the premises after the term hereof or any valid extension thereof as herein provided, such possession shall not be deemed a renewal or extension of said term but, subject to all the terms and conditions of this lease, shall constitute a tenancy from month to month only.

15. TRADE FIXTURES: Provided the Lessee is not in default hereunder, the Lessee shall have the right to

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