

possession of the portion of the Demised Premises so taken.

Rental payments following a partial taking shall be reduced on a basis which the parties deem to be fair and equitable. If the parties cannot agree, the matter shall be submitted to arbitration. Each party shall appoint an arbitrator within ten (10) days after one (1) party notifies the other that no agreement can be reached. If the two arbitrators so appointed agree on the proper rental reduction, their determination shall be final and binding upon the parties. If not, they shall appoint a third arbitrator. If they cannot agree upon the third arbitrator, the resident circuit judge for Greenville County, South Carolina, shall be requested to appoint an arbitrator. The decision of the three arbitrators so appointed shall be final and binding upon the parties. All expense of the arbitration shall be divided equally and borne by the parties.

ARTICLE 18

In solvency of Lessee

Should Lessee become insolvent or make an assignment or other conveyance for the benefit of its creditors, or should a voluntary or involuntary petition in bankruptcy be filed by or against Lessee and Lessee be adjudicated bankrupt by final decree of such adjudication, this Lease shall not be terminated as a result thereof so long as (and only so long as) the rental payments hereunder are not in arrears beyond the period specified in Article 19 hereof and there is no default on the part of Lessee with respect to any other provision hereof.

ARTICLE 19

Defaults

In the event that (i) default shall be made by Lessee in the payment of any rent herein provided for upon the day when the same shall become due and payable, or (ii) Lessee shall fail to pay any of the taxes, assessments, levies or other charges payable by the terms hereof by Lessee before the date that payment of such items becomes delinquent, or (iii) Lessee shall fail to procure and keep in force all insurance required by this Lease, or (iv) Lessee shall fail to keep the improvements on the leased premises in good condition and repair, or (v) Lessee shall fail to repair or restore in accordance with the provisions of this Lease any loss or damage to the leased premises or the improvements thereon caused by fire or other

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