

TO HAVE AND TO HOLD the said premises, together with all and singular the improvements, appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto the said Tenant for a term of ten (10) years, commencing on the 1st day of February, 1973, and expiring on the 31st day of January, 1983.

DELIVERY OF PREMISES. Landlord covenants that actual possession of the demised premises shall be delivered to Tenant on or before December 15, 1972, free and clear of all tenancies, and with such improvements as are now thereon in as good condition as at present.

FAILURE TO DELIVER PREMISES. The failure of Landlord to deliver actual possession of said premises at the time and in the condition provided in the paragraph hereof captioned "Delivery of Premises" shall give Tenant, in addition to such other rights as Tenant may have under the common or statutory law of the State of South Carolina, the right either (1) to rescind the lease by giving notice to Landlord or (2) to waive such default by Landlord, or (3) to postpone the date of commencement of the term of this lease and extend the date of the expiration thereof for a period of time equal to that which shall have elapsed between December 15, 1972, and the date on which the premises are delivered to Tenant.

RENTAL. In consideration of the demise and leasing of the premises aforesaid by Landlord to Tenant, Tenant agrees to pay to Landlord during the first five (5) years of said ten (10) year term the sum of Sixteen Thousand Seven Hundred Twenty (\$16,720.00) Dollars per annum, payable in advance in equal consecutive monthly installments of One Thousand Three Hundred Ninety-Three and 33/100 (\$1,393.33) Dollars per month the first day of each month, commencing February 1, 1973. During the second five (5) years of said ten (10) year term, the rent shall be at the rate of Eighteen Thousand Five Hundred Fifty-Nine and 20/100 (\$18,559.20) Dollars per annum, payable in advance in equal consecutive monthly installments of One Thousand Five Hundred Forty-six and 60/100 (\$1,546.60) Dollars per month on the first day of each month, commencing February 1, 1978.

COVENANTS OF TITLE, AUTHORITY AND QUIET POSSESSION.

Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions herein provided, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto, free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, liens and encumbrances of any nature whatsoever. Landlord further covenants and warrants that if Tenant shall discharge the obligations set forth to be performed by Tenant, Tenant shall have and enjoy during the term hereof, subject to the other provisions of this agreement, the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining thereto.

THE LANDLORD AND TENANT FURTHER STIPULATE, COVENANT, AND AGREE AS FOLLOWS:

USE OF PREMISES. That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

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