

conditions, undertakings and agreements to be performed and observed by it, shall hold and enjoy the demised premises for the term aforesaid, free from molestation, eviction or disturbance. Lessor warrants that the building hereby is and will remain structurally sound and safe during the term of this lease and any renewal term.

17. The rights, powers, elections and remedies of each of the parties hereto are cumulative and no one of them shall be exclusive of the other and each shall be a continuing right which shall not be exhausted upon being exercised on one or more occasions and no waiver of the breach of any covenant in this lease shall constitute or be construed as a waiver of any subsequent breach of the same or any other covenant.

18. If any improvements placed on the leased premises by the Lessee are taken under or pursuant to the exercise of the right or power of eminent domain instituted against the Lessor, the Lessee shall be paid from the proceeds an amount equal to the cost of such improvements placed on said leased premises by it after first deducting therefrom that portion of the cost which the Lessee has depreciated or amortized for tax purposes. If less than the entire leased premises are taken under or pursuant to the exercise of a power of eminent domain, this lease shall continue in full force and effect as to the remaining portion of the premises, but the Lessee shall be entitled to an equitable reduction of rental so as to compensate it for the loss of space resulting; provided, however, if the amount of property taken pursuant to said power renders the continuous use of the said premises by the Lessee impractical or undesirable, then the Lessee shall at its option have the right to cancel this lease upon a ten-day written notice to the Lessor and upon such cancellation the Lessee shall have no further obligation to pay rent or to perform any other covenant or agreement contained herein.

19. If the Lessor has agreed herein to construct a building on the demised premises or to make other substantial improvements, then said building and/or other improvements shall be completed in accordance with the plans and/or specifications attached hereto as Exhibit A and made a part hereof and shall be ready for occupancy by the Lessee no later than August 1, 1976, and should said building or other improvements not be completed by that date this lease shall, at Lessee's option, terminate and shall be of no further force and effect unless the failure to complete said building or other improvements is due to causes beyond the control of the Lessor and his building contractor, such as strikes, rebellion, Acts of God, inability to obtain necessary materials and labor, or similar causes.

20. Regardless of the provisions contained herein, it is understood by and between the parties that this lease is conditioned upon Lessee getting approval from the South Carolina Banking Authorities to transfer their loan licensing agreement from their former location to the location referenced hereinabove. Lessee agrees to promptly apply for said transfer and will do any and all things necessary to follow through with the completion thereof.

21. Beginning with ad valorem taxes due for the year 1982, and continuing through termination of this lease, Lessee agrees to pay any difference in taxes between the taxes first assessed on the land and improvements contemplated by this lease and the taxes assessed for the years 1982 and following, provided that Lessor shall likewise require such of other Lessees occupying the improvements contemplated hereby and Lessee is responsible for its pro rata share only. Such differential shall be added to the monthly payments due Lessor on a yearly pro rata basis.

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