

period less than the remainder of the term, and for the whole thereof, up to but not exceeding the amount of any deficiency then existing, or at the election of Landlord, Tenant will upon such termination pay to Landlord as damages such a sum as at the time of such termination represents the difference between the then rental value of the demised premises for the remainder of the said term and the rent and other payments named herein.

18. REMEDIES CUMULATIVE - NONWAIVER. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or any may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

19. NOTICES. All notices provided for in this Lease Agreement shall be in writing and shall be deemed to be given when sent by prepaid registered or certified mail to the parties as follows: to the Landlord F. Towers Rice, 107 Ridgeland Dr., Greenville, S.C. 29601, and to the Tenant at the demised premises or other business address furnished by the Tenant. Either party may, from time to time, by notice as herein provided, designate a different address to which notices are to be sent.

20. HOLDING OVER. If Tenant remains in possession of the demised premises or any part thereof after the expiration of the term of this lease with Landlord's acquiescence and without any written agreement of the parties, Tenant shall be only a Tenant at will, and there shall be no renewal of this lease or exercise of an option by operation of law.

21. SUBORDINATION. Tenant will, upon request by Landlord, subject and subordinate all or any of its rights under this Lease Agreement to any and all mortgages and deeds of trust now existing or hereafter placed on the property of which the demised premises are a part; provided, however, that Tenant will not be disturbed in the use or enjoyment of the demised premises so long as it is not in default hereunder. Tenant agrees that this Lease Agreement shall remain in full force and effect notwithstanding any default or foreclosure under any such mortgage or deed of trust and that it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns, and to the purchaser or assignee under any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this article.

22. TRANSFER OF LANDLORD'S INTEREST. In the event of the sale, assignment or transfer by Landlord of its interest in this lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment, or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Landlord's assignment of the lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

23. WARRANTY. Landlord covenants and agrees that it is the sole owner of the demised premises and has full right and authority to lease the same upon the terms and conditions herein set forth; and that Tenant shall peacefully and quietly hold and enjoy the demised premises for the full term hereof so long as it does not default in the performance of any of its covenants hereunder.

24. SHORT FORM LEASE. The parties hereto shall forthwith execute a memorandum or short form lease agreement, in recordable form, including such provisions hereof as either party may desire to incorporate