

repossess all and singular the Demised Premises without hindrance or prejudice to Lessor's right to distrain for all rent due or to become due. The election of the Lessor to lease, sublease or rent the Demised Premises to another tenant shall not affect Lessor's right to charge the Lessee with all rent due or to become due hereunder; provided, however, that any rental received from such other tenant shall be credited upon the entire amount of rental due from the Lessee under the terms of this agreement.

4) NOTICES, PARTIES, GENDERS AND NON-WAIVER. All notices required or permitted by the terms of this Lease Agreement shall be sent to the Lessor's Agent, First National Bank of South Carolina, Trust Department, P. O. Box 2568, Greenville, South Carolina, and the Lessee at P.O. Box 22601, Tampa, Fl. 33622, or at such other address as may be designated in writing by the Lessee from time to time.

All the covenants, conditions, agreements and undertakings herein contained shall extend to and be binding upon the parties, their respective heirs, administrators, executors, successors and assigns.

No delay or omission by either party hereto to exercise any right or power accruing upon noncompliance, default or breach of covenant by the other party, shall be construed as a waiver of such power or right or impair the right of such party to exercise any power or right accruing on account of any subsequent noncompliance, default or the breach of the same covenant or any other covenant contained in this Agreement.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals or caused the foregoing Agreement to be executed by their duly authorized officers as of the day and year first above written.

IN THE PRESENCE OF:

Nancy L. Held  
Harriet W. Whitney

[Signature]  
L. A. Moseley, Jr., Trustee

JIM WALTER HOMES, INC.

BY: [Signature]

ATTEST: [Signature]

Marjorie Ferguson  
Myra Boydhouse



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