

shall be responsible for no more than the balance due hereunder, should a balance exist.

In any event, Lessor covenants and agrees to promptly and diligently take steps to secure a new tenant or purchaser in accordance with accepted business practices and to secure for the demised premises a rental in an amount which is the same or similar to that provided under the terms hereof.

If such default cannot be reasonably remedied prior to such date and Lessees or their sub-lessees or assigns are engaged in good faith in curing such default or have, prior to the expiration date of the notice given Lessor adequate security for the remedy thereof, then this letting and the rights of Lessees hereunder shall continue in full force.

- Bankruptcy** 20. If Lessees or their assigns herein be adjudged bankrupt or make an assignment for the benefit of creditors, this lease shall terminate forthwith at the option of Lessor.
- Waiver of Requirements** 21. No requirement whatsoever of this lease shall be deemed waived or varied, nor shall Lessor's acceptance of any payment with knowledge of any default or his failure or delay to take advantage of any default constitute a waiver of Lessor's rights by virtue thereof or of any subsequent or continued breach of any requirement of this lease. All remedies herein provided for shall be in addition to, and not in substitution for, any remedies otherwise available to Lessor.
- Notices** 22. All notices to be given under the terms of this lease shall be in writing signed by the person serving the same and shall be sent by registered mail or certified mail, return receipt requested, and postage prepaid, to the address of the parties below specified in writing.
- Lessor's address for notices shall be 5400 Augusta Road, Greenville, South Carolina 29605.
Lessees' address for notices shall be c/o Clifford F. Gaddy, Jr., Esquire, Attorney at Law, P. O. Box 10267, Greenville, South Carolina 29603.
- The parties hereto, if addresses are subsequently changed, shall designate in writing the amended and subsequently specified address.
- Assignment And Sub-letting** 23. Lessees reserve the right to assign this lease or their rights hereunder, or to sublet any part or the whole of the demised premises at any time, provided, however, that Lessees shall not be released from any liability under the terms and conditions hereof by such assignment or subletting.
- Peaceful Enjoyment** 24. Lessor covenants and agrees with Lessees that upon the payment of rent and the performance of all covenants and conditions aforesaid by Lessees and their sub-lessees or assigns, Lessees shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid, subject, however, to the terms of this lease.
- Other Occupancy** 25. Lessor and Lessees herein specifically agree that the use and occupancy of the demised premises shall not be limited or restricted to the use originally provided in this lease, and that the demised premises may be used for any other lawful business purpose.
- Competitive Use** 26. Lessor covenants and agrees not to lease or permit the use of any property owned by him within a radius of three (3) miles from the demised premises for an educational child care center or similar use.
- Construction of Lease** 27. Words of any gender used in this lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. The word "Lessees" herein shall be deemed to include Lessees, or their successors, sub-lessees or assigns.
- Marginal Notes** 28. The marginal notes as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this lease or as a limitation on the scope of the particular paragraphs to which they refer.
- Entire and Sole Agreement** 29. This agreement contains all the oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have under any previous contracts or oral arrangements are hereby cancelled and terminated, and no represen-