

if any such default should continue for a period of more than thirty (30) days after written notice thereof; or

(b) Tenant shall abandon or vacate the Leased Premises or fail to keep the Leased Premises open for business on a regular basis or shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by it, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof given in writing to Tenant by Owner provided however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance with said notice or has taken proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with said Leased Premises by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations, or directions of any governmental authority as the case may be,

then the Tenant does hereby authorize and fully empower said Owner or Owner's agent to cancel or annul this Lease at once and to re-enter and take possession of said premises immediately, and by force if necessary, without any previous notice of intention to re-enter and remove all persons and their property therefrom, and to use such force and assists in effecting and perfecting such removal of said Tenant as may be necessary and advisable to recover at once first and exclusive possession of all said Leased Premises whether in possession of said Tenant or of third persons or otherwise, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Owner, in which event this Lease shall terminate and Tenant shall indemnify the Owner against all unavoidable loss of rent which Owner may incur by reason of such termination during the remainder of the term herein specified.

2. The Owner may, however, at its option, at any time after such default or violation of condition or covenant, re-enter and take possession of said premises without such re-entry working a forfeiture of the rents to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the full term of this lease. In such event Owner shall have the right, but not the obligation, to divide or subdivide the Leased Premises in any manner Owner may determine and to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Owner may elect, applying the net rentals from such letting first to the payment of Owner's expenses incurred in dispossessing Tenant and the cost and expense of making such improvements in the Leased Premises as may be necessary in order to enable Owner to re-let the same, and to the payment of any brokerage commissions or other necessary expenses of Owner in connection with such re-letting. The balance, if any, shall be applied by

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