

Upon such termination by the Lessor, the Lessor or its Agents shall have the right to enter the premises, by force if necessary without being liable for trespass, forcible entry or other tort, to re-take possession of the premises, remove all persons and personal property of the Lessee if the Lessor so desires, and to place a "For Rent" or "For Lease" sign in a place where the sign would be most likely seen by the public.

If termination occurs under any of the above events, the Lessee agrees to grant to the Lessor a lien (in addition to any statutory lien or right to distress that may exist) on all of Lessee's personal property in or around the premises to secure payment of rent and performance of the other conditions of this lease which are in default.

The Lessee also agrees to pay all attorney's fees and all other expenses incurred by the Lessor while enforcing any of the obligations of this lease.

Right of Re-Entry or to Declare Full Rental Due

19. In the event of a default as described in Paragraph 18 above, then Lessor, besides any other rights or remedies it may have, may at Lessor's option (a) declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or equity available to Lessor, or (b) have the immediate right of re-entry and take possession of the demised premises immediately and to hold the premises with the full right to recover from the Lessee all past due rents and any and all damages, including attorney's fees, as a result of the default. Lessor on re-entry may remove all persons and property in a public warehouse or elsewhere at the cost and for the account of the Lessee. Additionally, the Lessor shall be able to utilize all other rights and remedies available to Lessor under the laws of the State of South Carolina.

Right to Re-Let

20. Should Lessee default as set out in Paragraph 18, Lessor may elect to re-enter the leased premises and attempt to re-let the premises. Lessor's only responsibility shall be to offer the premises for rent and make the usual and normal efforts to re-let the premises. Lessee shall be liable for any deficiency between the amount of rental received, if any, and the amount which the Lessee is obligated to pay under this lease and for any other damages, including attorney's fees, suffered by Lessor.

Right to Terminate

21. In addition to Lessor's right to re-enter and re-let the premises, Lessor may elect, upon a default, to terminate this Lease Agreement immediately. In such event, this lease shall be regarded as cancelled as of the date the Lessor serves notice of Lessor's election to terminate to Lessee. Lessee shall remain liable to Lessor for all rentals, charges and payments accrued to the time of such termination.

The Lessor's right to terminate this lease is in lieu of and not in addition to any other rights or causes of action that Lessor may have against the Lessee because of a default by the Lessee. If Lessor does not elect to terminate the lease as above provided, then Lessor shall utilize and pursue such other rights as it may have against the Lessee under the other terms of this lease, the laws of the United States or the City, County and State in which the leased premises are located.

Damage to or Destruction of Premises

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22. ~~The Lessor shall notify the Lessor or its agent at once in the event of any fire or other casualty to the leased premises.~~

If the leased premises be totally destroyed by fire or other casualty or damaged to such an extent that they become wholly unfit for occupancy under existing building codes and regulations, then this lease may be terminated by either party by giving written notice within 30 days after the occurrence of such fire or other casualty.

If the leased premises, however, are damaged by fire or other casualty but may be repaired within 90 days from the date of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the 90-day period but the Lessor commenced the rebuilding or repair work without unreasonable delay within the 90-day period and completes the rebuilding or repair with due diligence, such damage shall be deemed rebuilt or repaired within the 90-day period), then the Lessor may notify the Lessee within 30 days of the date of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the premises as quickly as reasonably possible. In this event, rent shall not be due while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed.

It is agreed that if the premises are damaged only slightly due to fire or other casualty and still fit for occupancy, the Lessor shall repair the damage as quickly as reasonably possible and the Lessee shall continue to pay rent and uphold all other lease provisions.

~~The Lessee agrees not to claim any compensation from the Lessor or the Lessor's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the building.~~

Condemnation

23. If the whole or any part of the property of which the leased premises are a part shall be condemned, taken by court decree or taken by any other lawful authority (including the power of eminent domain), the Lessee shall have no claim or interest in any award of damages or other compensation for such taking.

If the Lessor in his sole discretion determines that such taking shall render the premises unfit for the purposes of this lease, the lease shall terminate on the date that possession is taken by public authorities and rent shall be paid through that date.

Governmental Orders

24. The Lessee, at its sole expense, agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities as may apply to the business conducted by the Lessee on the premises.

Entry for Carding, Repairs, Etc.

25. The Lessee agrees that the Lessor may card the premises "For Sale" at any time and "For Rent" or "For Lease" sixty (60) days prior to the end of this lease. The Lessor may enter the premises at reasonable hours to show same to prospective purchasers or Lessees and to make repairs required of Lessor under the terms of this lease, or to make repairs to Lessor's adjoining property, if any.

Right to Mortgage or Lease

26. The Lessee agrees that its rights are subordinate and subject to any bonafide mortgage which now covers the premises or to any bonafide mortgage which may be placed on the premises any time in the future by the Lessor and will sign any Lease Subordination Agreement or Estoppel Agreement at the Lessor's request.

Waiver of Rights

27. The Lessee agrees that no waiver of any condition of this lease by the Lessor whether implied or in writing shall constitute any further waiver by the Lessor of any other condition of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

Zoning

28. It is agreed that the use of the leased premises is subject to any applicable zoning ordinances or regulations and set back lines of any governmental authority.

Time

29. Time is of the essence of this agreement.

Notices

30. It is agreed that all notices regarding this lease shall be sent by certified or registered mail to:

- (A) Notice to Lessor - The Furman Co  
Daniel Building P. O. Box 2487  
Greenville, South Carolina 29602  
Attn: Steve Flaspoebler
- (B) Notice to Lessee: Don Sprouse

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