

take any action to interfere with Lessee's peaceful and quiet enjoyment of the Leased Premises, and Lessor agrees that in the event the peaceful and quiet enjoyment of the Leased Premises shall be denied to Lessee or contested by anyone, Lessor shall upon request of the Lessee join where necessary in any proceeding to protect and defend the quiet enjoyment of Lessee, provided that Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless Lessor from any cost or liability whatsoever. The provisions of this Section 23.09 shall be subject and subordinate to the obligations of Lessee set forth in Article IV hereof.

Section 23.10. Applicable Law - Entire Understanding.

This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Lease expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Lease or in certificates delivered in connection with the execution and delivery hereof.

Section 23.11. Severability.

In the event that any clause or provision of this Lease shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 23.12. Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by Lessor, the Lessee or the Trustee shall be in writing and shall be deemed to be properly given or made if sent by United States registered mail, postage prepaid, addressed as follows:

(a) As to Lessor

GREENVILLE COUNTY COUNCIL
ROOM 107-COUNTY COURT HOUSE
GREENVILLE, SOUTH CAROLINA 29601

(b) As to the Lessee

Walter E. Robb III, Senior Vice President
Gladding Corporation
Box 260
Syracuse, New York 13201

(c) As to the Trustee

Trustee at its principal
office and, as to the Trustee
initially designated,

NBSC
A.O. Box 1798

Spartanburg, S.C. 29150

Any of such addressees and addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.