

to the contrary notwithstanding, no official of Issuer shall be personally liable on this Agreement or any contract or obligation executed pursuant hereto.

5.2 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail, first class mail, postage prepaid, or delivered, in either case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

(a) if to Issuer, to the County Council, Greenville County Court House, 309 East North Street, Greenville, South Carolina 29601, with a copy of each such notice, demand or other communication to Emery Industries, Inc., 4300 Carew Tower, Cincinnati, Ohio 45202, attention: Treasurer; and

(b) if to the Bank, at 23 Wall Street, New York, New York 10015, attention: Loan Department.

5.3 Term of Agreement. The term of this Agreement shall be until the termination of the Bank's commitment hereunder or until the payment in full of the Note and any other amounts due to the Bank hereunder, whichever is later.

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