

trust who shall have given Lessor written notice of the existence of the interest held by him in the property, the Lessor at any time thereafter shall without demand or notice (which are hereby waived) have full right, at her election, upon sixty (60) days' notice, to enter upon the demised PREMISES and take immediate possession thereof and bring suit for and collect all rents, taxes, assessments, payments or other charges which shall have accrued up to the time of such entry. Thereupon, from the time of such entry, this lease and all rights herein granted shall become void to all intents and purposes whatsoever, provided also that for rents due and non-performance of other conditions, the Lessor may sue at once but not enter into possession upon forfeiture, except as above provided.

TENTH: RECORDING THIS AGREEMENT. This Agreement or Memorandum of Lease may be recorded by Lessee. The cost of recording this Agreement with the Register of Mesne Conveyances of Greenville County, South Carolina, shall be borne by Lessee. This Agreement or memorandum thereof shall not be recorded until the condition precedent stated in Item FIRST of this Article shall have occurred.

ELEVENTH: SURVIVAL OF COVENANTS. All covenants and conditions of this Agreement not pertaining to the lease of PREMISES shall survive the termination of the lease by conveyance of the PREMISES to Lessee. Such covenants shall exist until the first to occur of (i) termination as provided in the lease, (ii) fulfillment, or (iii) termination by mutual agreement of the parties, but in no event shall such covenants extend beyond December 31, 2079.

TWELFTH: BINDING EFFECT. This Agreement shall inure to and be binding upon the parties, their heirs, their personal and legal representatives, successors, and assigns.

THIRTEENTH: OTHER DOCUMENTS. Each of the parties shall execute such other and further documents as may be necessary to carry out the intent as well as to comply with the provisions of this Agreement.

FOURTEENTH: SEVERABILITY. The Lessor and Lessee appreciate that because of the timely manner in which negotiations for this Agreement were conducted and this Agreement prepared that certain clauses contained in this Agreement may be nothing more than agreements to agree. They pledge to

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