

9. Landlord warrants that on the effective date of this Lease it will be the sole owner of the demised premises in fee simple, free of liens and encumbrances except for the first mortgages now owed on the premises and except for a refinancing of said mortgage which is expressly agreed to by Tenant.

10. Landlord shall put Tenant in possession of the demised premises now in existence or hereinafter constructed and covenants and agrees that during the continuance of this Lease Tenant shall have quiet possession and enjoyment of the premises.

11. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

12. This Lease shall not be assigned or the premises sublet without the consent in writing first obtained from the Landlord, which shall not be unreasonably withheld.

13. This Lease supersedes and cancels that certain Lease Agreement between the parties dated March 31, 1972, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 939 at Page 555.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

WITNESSES:

Jarvis C. Colston  
Rebecca C. Plyler

F. H. Gillespie (SEAL)  
F. H. Gillespie  
(Landlord)

Jarvis C. Colston  
Rebecca C. Plyler

DAVIS MECHANICAL CONTRACTORS, INC. (SEAL)  
BY: F. H. Gillespie, Pres  
BY: William W. [unclear], Sec. Treas

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

COLLATERAL ASSIGNMENT OF LEASE

In order to secure a loan of March 31, 1972, by The Citizens and Southern National Bank of South Carolina to F. H. Gillespie, in the amount of One Hundred Twenty Thousand Dollars,

(Continued on next page)

For Release of Collateral Assignment of Lease See Deed Book 921 Page